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FINAL CITY COUNCIL

CITY OF WICHITA KANSAS

City Council Meeting 09:00 a.m. February 14, 2012

City Council Chambers 455 North Main

OPENING OF REGULAR MEETING

- -- Call to Order
- -- Invocation
- -- Pledge of Allegiance
- -- Approve the minutes of the regular meeting on February 7, 2012

AWARDS AND PROCLAMATIONS

-- Proclamations:

Hank Rasmussen Day National Problem Gambling Awareness Week Girl Scout Cookie Month

-- Service Awards:

David Osborne David Prill

I. PUBLIC AGENDA

NOTICE:No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

- 1. Ron Matson, Ph.D. Examine the importance of civil rights ordinances in the guarantee of protection to vulnerable populations; in this case the GLBTQ community.
- 2. <u>Kerry Wilks Economic Impacts with the Civil Rights Ordinance.</u>
- 3. Reverend Jackie Carter-Reinstatement of Wichita's Civil Rights ordinance that was repealed in December 1999.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 20)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

Ordinance amending Section 3.49.010, 3.49.020, 3.49.030, 3.49.040, 3.49.070, 3.49.080, 3.49.090, 3.49.100, 3.49.110, 3.49.130, 3.49.140 and 3.49.160 of the Code of the City of Wichita, Kansas, pertaining to Wrecker Services and repealing the originals of Section 3.49.010, 3.49.020, 3.49.030, 3.49.040, 3.49.070, 3.49.080, 3.49.090, 3.49.100, 3.29.110, 3.49.120, 3.49.130, 3.49.140, 3.49.150, 3.49.160, 3.49.170, 3.49.180, 3.49.220 and 3.49.230 and authorizing Purchasing Manager to negotiate one year contract between City of Wichita and Wichita Impound LLC.

(Deferred December 20, 2011)

RECOMMENDED ACTION: Approve the proposed negotiation of an agreement between the City of Wichita

and Wichita Impound LLC and approve ordinance changes for first reading.

IV. NEW COUNCIL BUSINESS

1. Public Hearing to Consider Request for De-Annexation of Land.

RECOMMENDED ACTION: Conduct a hearing on the petition for de-annexation, approve the de-annexation

ordinance, make the appropriate findings, and grant the petition.

2. Public Hearing on the Establishment of a Redevelopment District, STAR Bond Financing for the K-96 Greenwich

STAR Bond District. (District II)

RECOMMENDED ACTION: Close the public hearing, place on first reading the ordinance establishing a

project district for the K-96 Greenwich STAR Bond Project District and set the second reading of the ordinance for the first City Council meeting following receipt of a determination letter from the Kansas Secretary of Commerce.

3. Public Hearing for Issuance of Educational Facilities Revenue Bonds, Friends University. (District IV)

RECOMMENDED ACTION: Close the public hearing, adopt the Resolution approving the issuance of KICFA

bonds for Friends University and authorize necessary signatures.

4. Public Hearing and Tax Exemption Request, Epic Sports. (District III)

RECOMMENDED ACTION: Close the public hearing, and approve first reading of the ordinance granting Epic

Sports, Inc. a 90% tax exemption on the identified real property improvements for a five year term, plus a 90% tax exemption for a second five-year term,

subject to City Council review.

5. Facilitating New Home Ownership in the City of Wichita.

RECOMMENDED ACTION: Adopt the home rule ordinance and place on first reading.

6. 135th Street West, between 13th and 21st. (District V)

RECOMMENDED ACTION: Approve the funding, adopt the resolution, place the amending ordinance on first

reading, authorize the necessary signatures and authorize the signing of

encroachment/utility agreements as required.

7. Water Main Replacement, Oaklawn South. (County)

RECOMMENDED ACTION: Approve the project, adopt the resolution, authorize the necessary signatures, and

authorize the signing of encroachment/utility agreements as required.

8. National Endowment for the Arts Our Town Grant. (Districts I, IV, and VI)

RECOMMENDED ACTION: Endorse the application for the National Endowment for the Arts Our Town

Grant and authorize the necessary signatures.

9. Park Board Recommendation for Golf Courses.

RECOMMENDED ACTION: Approve the golf course rate structure effective March 15, 2012 and incorporate

the recommended CIP project change into the 2011-2020 Proposed CIP.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

1. ZON2011-00028 – City zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3"); generally located south of Mt. Vernon Road on the west side of Oliver Avenue, 2033 South Oliver. (District III) (Deferred February 7, 2012)

- RECOMMENDED ACTION: (1) Adopt the findings of the MAPC and approve the zone change, override the protests and authorize the Mayor to sign the ordinance and place the ordinance on first reading (a three-fourths majority vote is required to override the protests), or (2) Deny the zone change request (a two-thirds majority vote is required plus appropriate findings to override the MAPC's recommendation), or (3) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (a simple majority vote required).
- 2. VAC2011-00028 Appeal of a Metropolitan Area Planning Commission's (MAPC) condition of approval associated with a request to vacate a platted alley generally located between Park Place Street, Market Street, 24th Street North and the drainage channel. (District VI)

- RECOMMENDED ACTION: (1) It is recommended that the City Council DENY the appeal and follow the MAPC's and Subdivision Committee's recommendation that requires dedication of an additional 6-foot of utility and drainage easement along the vacated 14-foot portion of the alley to create a 20-foot wide easement; or (2) approve the appeal and eliminate the requirement to dedicate an additional 6 feet of utility and drainage easement.
- 3. VAC2011-00028 Request to vacate a platted alley generally located between Park Place Street, Market Street, 24th Street North and the drainage channel. (District VI)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. <u>Approval of travel expenses for Mayor Brewer to attend League of Kansas Municipalities Governing Body Meeting in Topeka, KS, March 1-2, 2012.</u>

RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 20)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated February 13, 2012.

RECOMMENDED ACTION: Receive and file report; approve Contracts;

authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2012</u>	(Consumption on Premises)
Fernando Martinez	Las Garzas Restaurant LLC**	1611 South Broadway

Renewal 2012 (Consumption off Premises)

Amy ThrasherWalmart Market #5873***4794 E 13th StreetAmy ThrasherWalmart Market #1099***501 East PawneeAmy ThrasherWalmart Market #3492***11411 East KelloggAmy ThrasherWalmart Market #4321***5475 North Meridian

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates: (See Attached)

RECOMMENDED ACTION: Receive and file.

- 4. Petitions for Public Improvements:
 - a. Petition for Water Distribution System for an area south of Maple, east of Julia. (District V)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

- 5. Consideration of Street Closures/Uses.
 - a. Community Events Intrust Bank Arena Freestyle Motorcross. (District I)
 - b. Community Events Intrust Bank Arena Jason Aldean. (District I)
 - c. Community Events St. Pats Dave Hammer Memorial Run. (District II)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement

officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3)

Securing a Certificate of Liability Insurance on file with the Community Events

Coordinator.

^{*}Consumption/Tavern less than 50% of gross revenues from sale of food.

^{**}General/Restaurant 50% or more gross revenue from sale of food.

^{***}Consumption/Retailer grocery stores, convenience stores etc.

6. Agreements/Contracts:

- a. Substation Maintenance Contract.
- b. Supplemental Agreement No. 7: ASR Program Management Services.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Order:

a. Change Order No. 1- Fox Ridge Addition Street Paving, north of 29th Street North, west of Tyler. (District V)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisition:

a. Partial acquisition of Property at 6900 West 13th Street North for the Interstate 235 Floodway Crossing/13th Street Interchange Project. (Districts V and VI)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Design Council, December 1, 2011 Police and Fire Retirement System, December 21, 2011 Board of Electrical Appeals, December 13, 2011

RECOMMENDED ACTION: Receive and file.

10. Swimming Pool Improvements. (Districts I, II, IV, V and VI)

RECOMMENDED ACTION: Approve the substitution of projects, approve the amended bonding resolution, authorize initiation of the project, and authorize all necessary signatures.

11. Support of Sedgwick County's application for 2013 Juvenile Accountability Block Grant (JABG) funding.

RECOMMENDED ACTION: Approve the waiver of funding and authorize the appropriate signatures on the letter of support.

12. <u>Memorandum of Agreement between the City of Wichita and the Kansas State Historic Preservation Officer.</u> (District I)

RECOMMENDED ACTION: Approve the Memorandum of Agreement and authorize the necessary signatures.

13. Purchase Option Wichita Residence, formerly Cambridge Suites. (District I)

RECOMMENDED ACTION: Adopt the Resolution approving the Bill of Sale, Termination of Lease

Agreement and Special Warranty Deed to convey the property to Northridge

Warehouse, LLC and authorize the necessary signatures.

14. Purchase Option BG Products, Inc. (District I)

RECOMMENDED ACTION: Adopt the Resolution approving the Bill of Sale, Termination of Lease

Agreement and Special Warranty Deed to convey the property to WSM

Properties and authorize the necessary signatures.

15. Contracts and Agreements for January 2012.

RECOMMENDED ACTION: Receive and File

16. Nuisance Abatement Assessments.

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinance on first reading.

17. 2012 Street Rehabilitation Program. (Districts I, II and III)

RECOMMENDED ACTION: Approve the project, place the ordinance on first reading, and authorize the

necessary signatures.

18. Carry Concealed Firearm in City-owned Facilities.

RECOMMENDED ACTION: Approve the Resolution.

19. Second Reading Ordinances: (First Read February 7, 2012)

List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

None

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

20. *Section 8 Management Assessment Program (SEMAP) Certification.

RECOMMENDED ACTION: Authorize staff to submit the 2011 Section 8 Management Assessment Program (SEMAP) certification.

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council Members

SUBJECT: Ordinance amending Section 3.49.010, 3.49.020, 3.49.030, 3.49.040,

3.49.070, 3.49.080, 3.49.090, 3.49.100, 3.49.110, 3.49.130, 3.49.140 and 3.49.160 of the Code of the City of Wichita, Kansas, pertaining to Wrecker Services and repealing the originals of Section 3.49.010, 3.49.020, 3.49.030, 3.49.040, 3.49.070, 3.49.080, 3.49.090, 3.49.100, 3.29.110, 3.49.120, 3.49.130, 3.49.140, 3.49.150, 3.49.160, 3.49.170, 3.49.180, 3.49.220 and 3.49.230 and authorizing Purchasing Manager to negotiate one year contract between City of Wichita and Wichita

Impound LLC

INITIATED BY: Wichita Police Department

AGENDA: Unfinished Business

Recommendation: Approved the proposed negotiation of an agreement between the City of Wichita and Wichita Impound LLC and approve ordinances changes for a first reading.

Background: Currently, wrecker services are licensed by the City of Wichita to perform emergency towing services. Emergency tows are those requested by the Police Department, including wrecked or disabled vehicles, and vehicles impounded by the Police Department. In both cases, a towing rotation has been established, and licensed wrecker services are called sequentially whenever an emergency tow is necessary. Fees for emergency tows are established by ordinance, and wreckers are licensed for six month periods. The licensing period for emergency wreckers ends February 29, 2012.

On August 24, 2010, a Request for Proposal (RFP) was sent out for the purpose of obtaining a towing service and an on-line auction service to handle all *Police initiated impounds*. The goals of the RFP were to enhance customer service by utilizing one lot for citizens to pick up their vehicle and to reduce Police Department staffing requirements for the release and sale of these vehicles. During this process, three proposals were received. Upon review of the proposals by the staff screening selection committee, Wichita Impound LLC was selected and negotiations began in late 2010. The parties were unable to reach a mutual agreement regarding the terms of a contract for towing and storage of impounded vehicles. As a result, negotiations began with an alternate bidder and a potential solution was reached with PropertyRoom.com and Copart Inc. This proposal came before City Council at the December 20, 2011 meeting. Council directed staff to reconvene negotiations with Wichita LLC to try and reach an agreement. These renegotiations occurred and a proposed solution was reached regarding impound operations.

In addition to impound tows, staff has researched options to address many issues that had arisen regarding non-impound, emergency tows.

<u>Analysis</u>: Staff has proposed ordinance revisions that would modify both the current practice for police impound tows, and for other emergency tows. The proposed changes would include a contracted agreement between the City of Wichita and Wichita Impound LLC to provide towing, and release/sale of impounded vehicles within the City. In addition, licensing requirements for emergency wrecker services would be modified, in response to concerns express by towing companies.

The proposed amendments for emergency, non-impound tows include:

- Modify the existing rotation tow process for emergency wrecker services related to traffic accidents. Citizens would be provided with a list of licensed wrecker services, and allowed to choose a wrecker service from approved companies. If no company is selected, or the company selected is unavailable, SPIDER dispatchers will contact the next wrecker on the rotation list.
- Allow wrecking companies to establish their own emergency towing fees.
- Reduce vehicle storage requirements.
- Reduce the number and size of wreckers required to participate on the rotation tow list.

These amendments address a number of concerns continually expressed by the tow companies regarding rate restrictions and excessive regulation by the City.

By changing the impound tow process and entering into a contract with Wichita Impound LLC the City of Wichita would enhance customer service and accountability by:

- Stabilizing tow fees to the citizens that are being affected by these tows.
 - o Basic tow rate stays at \$80
 - o Vehicle storage rates remain at \$20 per day
 - o Fuel surcharge is removed but loaded mileage rate goes to \$4.00 per mile instead of \$3.50
- Maintaining consistency regarding the overall process of towing, impounding and releasing of vehicles
- City of Wichita impounded vehicles will be placed on a designated parking area within the individual tow yards
- Initiating the process of on-line vehicle auctions
- Increasing the level of "care and custody" of citizens' vehicles and personal property by means of photographs, thereby reducing the number of damage and theft claims

The proposed contract with Wichita Impound LLC will be for the term of one year with a multi-year option for extension if both parties concur.

<u>Financial Considerations</u>: Currently, the city receives 5% of <u>gross</u> towing revenues. This amounts to approximately \$15,000 annually. Under the proposed contract, the City would receive 87.5% of <u>net</u> auction revenues. The amount of revenue would depend on the number of vehicles auctioned, and the price per vehicle. Assuming 650 auctioned vehicles annually at an average price of \$500 each and the towing and impound charges averaged \$410 per auctioned vehicle; the City would receive an estimated \$51,187 under this proposal.

<u>Goal Impact</u>: The ordinances and contract will provide for Safe and Secure community by streamlining and improving the impound process.

<u>Legal Considerations</u>: The ordinance amendments have been drafted and approved as to form by the Law Department. The proposed contract with Wichita Impound LLC to provide towing, storage and sale of vehicles will be reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that Council approve the proposed negotiation of an agreement between the City of Wichita and Wichita Impound LLC and approve ordinances changes for a first reading.

Attachments: Delineated and clean copies of the proposed ordinance.

ORDINANCE NO. 49-207

AN ORDINANCE AMENDING SECTIONS 3.49.010, 3.49.020, 3.49.030, 3.49.040, 3.49.070, 3.49.080, 3.49.090, 3.49.100, 3.49.110, 3.49.130, 3.49.140, AND 3.49.160 OF THE CODE OF THE CITY OF WICHITA, KANSAS, CREATING SECTION 3.49.125 OF THE CODE OF THE CITY OF WICHITA, KANAS, ALL PERTAINING TO WRECKER SERVICES AND REPEALING THE ORIGINALS OF SECTIONS 3.49.010, 3.49.020, 3.49.030, 3.49.040, 3.49.070, 3.49.080, 3.49.090, 3.49.100, 3.49.110, 3.49.120, 3.49.130, 3.49.140, 3.49.150, 3.49.160, 3.49.170, 3.49.180, 3.49.220 AND 3.49.230.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 3.49.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Definitions.** Unless otherwise specified in this Chapter, the following terms, as used in this Chapter, mean as follows:

'Accident' means any occurrence which renders a vehicle wrecked or disabled as defined in this Section.

'Authorized public agency' means an officer of the police department, the Sedgwick County Sheriff's Office, the Kansas Highway Patrol, an employee for the Sedgwick County or City Fire Department or a dispatcher for the Special Police Information Data Entry and Retrieval Unit (SPIDER) of the police department.

'Chief of Police' means the Chief of Police for the City of Wichita and his or her designee.

'Dispatched service call' means an occasion when the dispatcher for the Special Police Information Data Entry and Retrieval Unit (SPIDER) of the Wichita Police Department calls a licensed emergency wrecker at the request of the owner or person in charge of a wrecked or disabled vehicle or at the request of a law enforcement officer to remove a vehicle because it is wrecked or disabled.

'Emergency wrecker company' means a person who owns, controls, or has a financial interest in an emergency wrecker service.

'Emergency wrecker service' means the business of towing <u>wrecked</u> vehicles from the streets of the City upon request of an authorized public agency.

"Impounded vehicle" means any wrecked or disabled vehicle or any other vehicle which has been towed by order of an authorized public agency and which is not to be released except by authority of an authorized public agency.

'Licensee' means a person licensed to engage in emergency wrecker service.

'Motor vehicle' means every vehicle which is self-propelled, and which has a vehicle identification number.

'Owner' means any person who holds the legal title of a vehicle or who has the legal right of possession thereof, or the legal right of control of a vehicle.

'Street' means any street, alley, avenue, lane, public place, square or highway within the corporate limits of the City.

'Vehicle' means every device in, upon or by which any person or property is or may be transported or drawn upon a street, which has a vehicle identification number, except devices moved by human power or used exclusively upon stationary rails or tracks.

'Vehicle Identification Number' means an identifying number, serial number, engine number, transmission number or other distinguishing number or mark, placed on a vehicle, engine, transmission or other essential part by its manufacturer or by authority of the division of vehicles or Kansas Highway Patrol or in accordance with the laws of another state or county.

'Wrecker contractor' means the Emergency Wrecker service company or companies who have been awarded a contract by the City of Wichita, after a competitive selection process, for the impounding of motor vehicles by the Wichita Police Department.

'Wrecked vehicle' means any vehicle that has been damaged as the result of colliding with another vehicle or object so as to reasonably necessitate that such vehicle be removed by a wrecker.

'Wrecker' means any motor vehicle designed to be used primarily for removing wrecked or disabled vehicles upon any street.

'Wrecker rotation list' means a list of licensed wrecker companies, maintained by the Chief of Police, as provided for in this Chapter."

SECTION 2. Section 3.49.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"License—Required—Nontransferable—Expiration date—Location.

No persons may engage in emergency wrecker service inside the City without first obtaining an emergency wrecker company license from the City. Only one license may be issued to each emergency wrecker company. A license is

not assignable or transferable. Emergency wrecker company licenses shall be for a twelve-month period. The license issued to an emergency wrecker company authorizes the licensee and all its bona fide employees to engage in emergency wrecker service."

SECTION 3. Section 3.49.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"License—Application—Fees—Renewal. (a) A person desiring to engage in emergency wrecker service in the City shall file with the City Treasurer a written application upon a form provided for that purpose, which must be signed by the applicant or the applicant's authorized agent. The following information is required in the application:

- (1) Business name, address and telephone number of the emergency wrecker company;
 - (2) Number and types of wreckers to be operated;
 - (3) Vehicle identification number of each wrecker;
- (4) The location of the facilities to be owned or leased by the applicant for the purpose of operating the emergency wrecker service;
- (5) The name, address and telephone number of the owner of the emergency wrecker company;
- (6) An agreement that the applicant will participate in the wrecker rotation list;
- (7) Proof that the applicant has secured the payment of compensation to the applicant's employees as set forth in K.S.A. 44-532(b) and amendments thereto;

- 4 -

- (8) A maximum fee schedule for standard towing, heavy duty towing, storage and mileage.
- (9) A copy of the wrecker service's certificate of public service from the Kansas Corporation Commission.
- (b) A fee of \$25.00 for processing the initial application or any renewals thereof must be submitted with the application; this fee accompanying the applicant shall not be refundable.
- (c) Every license issued pursuant to this Chapter shall terminate at the expiration of twelve months from the date of issuance, unless sooner revoked, and must be renewed before operation of an emergency wrecker service is allowed to continue. Anyone desiring to renew a license shall follow the procedures in subsection (a) of this Section for an initial application.
- (d) Failure to submit fees with the annual application will result in utilizing the last schedule of fees submitted by the licensee."

SECTION 4. Section 3.49.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"License—Issuance—Storage facilities. The City <u>Treasurer</u> shall, after approval from the Chief of Police, issue a license to participate in the emergency wrecker service to applicants complying with the provisions of this Chapter and shall issue an emergency wrecker license. No license authorizing emergency wrecker service shall be issued unless the following requirements are met:

- (a) Vehicles. Each applicant, in order to secure a license under this Chapter, must own and/or lease the following vehicles in the following numbers and be equipped as follows:
 - (1) Three wreckers; two wreckers shall not be less than one ton in size, shall be equipped with a power-operated winch line and boom with a factory-rated lifting capacity of not less than 5,000 pounds, single line capacity, shall carry as standard equipment a two-way radio or mobile or cellular phone, dolly, cycle sling or trailer, tow bar, safety chains, fire extinguisher, wrecking bar, broom and shovel, and shall be clearly and permanently marked with the name and address of the licensee on each side of the vehicle:
 - (2) One wrecker, not less than two and one-half tons in size, equipped with a power winch, winch line and boom, having 12 to 16 ton single or double line capacity, in addition to the equipment listed in subsection (a) of this Section.
- (b) Storage Facilities. Each applicant, in order to be licensed under this Chapter, must own and/or lease facilities for the storage of vehicles having the following space and equipment requirements:
 - (1) Storage. Vehicle storage space must be provided at a location which is within the corporate limits of the City and in compliance with applicable zoning ordinances. Such space must have a capacity for storing at least 50 vehicles excluding bicycles and motorcycles. This storage space must be fenced and secured from unauthorized entry. This

space must also be kept accessible to vehicles, in conformance with all health and zoning ordinances and lighted in accordance with the requirements of the police department. This storage space must be available for receiving towed vehicles on a 24-hour, seven-day-per-week basis, however, the licensee shall not be required to release vehicles from the storage area between the hours of 7:00 p.m. and 7:00 a.m.;

- (c) In order to be licensed under this Chapter, each licensee shall maintain and pay the premiums for the following insurance policy or policies:
 - against damages arising out of the operation of emergency wrecker service. The licensee shall be responsible for entering the City on such policy or policies of insurance as a named insured. Such policy or policies of insurance shall be in an amount of at least \$500,000.00 for one person \$500,000.00 for one accident and \$500,000.00 property damage and a minimum aggregate limit of \$1,000,000.00. This coverage can be provided as a combined single limit. In the insurance certificate, the insurance company must state that the City will be given written notice if the policy is canceled or changed within ten days prior to the effective date thereof. The applicant shall file certificates of insurance with the City clerk;
 - (2) Garage keeper's minimum liability policy covering fire, theft or damage to or loss of property while in tow or otherwise in the care, custody and control of the licensee. The licensee shall be responsible for entering the City on such policy or policies of insurance as a named

insured. Such policy or policies of insurance shall be in an amount of at least \$100,000.00 for each individual claim up to a maximum aggregate limit of \$200,000.00 per occurrence. In the insurance certificate, the insurance company must state that the City will be given written notice if the policy is canceled or changed within ten days prior to the effective date thereof. The applicant shall file certificates of insurance with the City Clerk.

- (c) Each policy required herein shall contain an endorsement providing for ten days written notice to the Chief of Police of the City prior to any material change therein or cancellation thereof."
- SECTION 5. Section 3.49.070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"License—Suspension. (a) The Chief of Police or the City eCouncil, upon five days' written notice to the licensee, shall have the authority to suspend an emergency wrecker company license for a period not to exceed five days for one or more of the following reasons:

- (1) Failure of the licensee to maintain such licensee's wrecker or equipment in a good and safe working condition;
- (2) Violation by the licensee or an employee of the licensee of a provision of this Chapter;
- (3) Violation by an emergency wrecker driver of a provision of the motor vehicle or traffic laws of this state or City while in the scope of his employment in the emergency wrecker service;

- (4) Failure of the licensee to comply with the terms and conditions of the City's nondiscrimination and equal opportunity plan;
- (5) Failure of the licensee to maintain the required liability and worker's compensation insurance policies as required by this Chapter;
- (6) Obtaining the license by fraudulent conduct or false statements;
- (7) The wrecker or towing service violated the fee and charge schedule by overcharge;
- (8) The wrecker or towing service consistently refuses to respond to requests for service by the police department or consistently fails to answer telephone calls from the police department at the telephone number supplied by the business for towing services;
- (9) The wrecker or towing service responds to the scene of an accident, emergency, or impoundment situation, when not specifically called to do so, and solicits wrecker or towing business;
- (10) The City of Wichita is not satisfied with the general services of the owner and/or employees or with the cooperation it has received from such wrecker or towing service or other justifiable cause-.
- (11) The wrecker or towing service fails to have a valid certificate of public service issued from the Kansas Corporation Commission.

- (b) A licensee may appeal such an order suspending an emergency wrecking service license to the City Council. Such appeal must be in writing and must be filed with the City Clerk within ten days from the date of such order of suspension. The order of suspension shall be stayed during the pendency of any such appeal."
- SECTION 6. Section 3.49.080 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:
 - "License—Revocation. (a) The City Council, upon five days' written notice to the licensee shall have the authority to revoke an emergency wrecker company license for one or more of the following reasons:
 - (1) The making of a false statement as to a material matter in an application for a license or license renewal;
 - (2) Failure of the licensee or any employee of the licensee to comply with the fee schedule provided in this Chapter;
 - (3) Violation of any of the provisions of this Chapter by the licensee or any employee of the licensee;
 - (4) Suspension of the licensee's emergency wrecker company license three times within a twenty-four-month period;
 - (5) Failure of the licensee to comply with Section 3.49.230 of this Code and amendments thereto, relating to nondiscrimination.
 - (b) Any appeal taken from an order of revocation shall suspend the order of revocation during the pendency of such appeal. In case of the revocation of a license of any licensee, no new license shall be issued to such person or to

any other person acting for or on such person's behalf, for a period of six months after the revocation becomes effective."

SECTION 7. Section 3.49.090 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Appeal from refusal to issue or renew, suspension or revocation of a license. (a) If the City Treasurer refuses to issue or renew a license under this Chapter, or the Chief of Police suspends a license under this Chapter, such action is final unless the applicant or licensee, within ten days after the date of the suspension or refusal to renew a license, files a written appeal with the City Council setting forth specific grounds for the appeal. The City Council shall, within 30 days, grant a hearing to consider the action and may sustain, reverse or modify the action appealed.

(b) The City Treasurer may revoke a license as provided in this Chapter, except that no license shall be revoked except by order of the City Council, and only then at a hearing provided for such purposes, and the licensee shall receive at least five days' notice prior to such hearing."

SECTION 8. Section 3.49.100 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Powers and duties of Chief of Police. In addition to the powers and duties prescribed elsewhere in this Chapter, the Chief of Police is authorized to:

- (a) Enforce all provisions of this Chapter;
- (b) Adopt rules and regulations, after reasonable notice to the licensees, not inconsistent with the provisions of this Chapter, with respect to the investigation of applicants and other matters incidental or appropriate to his

powers and duties as may be necessary for the proper enforcement of the provisions of this Chapter;

- (c) Conduct, when appropriate, periodic investigations of emergency wrecker companies throughout the City;
- (d) Keep records of service adequacy and responsiveness of licensees and provide these records to the City *Treasurer upon request.
- (e) Ensure that wrecker fee schedules are accessible to the public by posting the schedule on the police and/or City website, having the fee schedule available for review upon request of officers at accident scenes and posted at Wichita Police Department substations."

SECTION 9. Section 3.49.110 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Emergency Wrecker Dispatched Service Call Procedures.

- (a) The Chief of Police shall establish a list consisting of emergency wrecker companies licensed under this Chapter.
- (b) The wrecker list shall contain the name, address, phone number and towing rates for each emergency wrecker company licensed by the City of Wichita.
- (c) When a law enforcement officer determines that emergency wrecker services are required to remove a wrecked or disabled vehicle, the owner or person in charge of the wrecked or disabled vehicle will be provided the list of licensed wreckers.

- (d) The owner or person in charge of the vehicle's choice of wrecker service company will be relayed to SPIDER, by the law enforcement officer so that a dispatched service call may be made.
- When an emergency wrecker is needed, the need will be (e) immediately made known to the dispatcher for Special Police Information Data Entry and Retrieval Unit (SPIDER). On receiving the first communication, the dispatcher at the SPIDER unit must call the first emergency wrecker company chosen by the owner or person in charge of such vehicle, if so designated. If the driver or person in charge of the vehicle fails to designate or choose an Emergency Wrecker Service, or the Emergency Wrecker Service chosen is not available for dispatch, the SPIDER dispatcher will contact the next Emergency Wrecker Service on the rotation list. In the event the first company called has no wrecker available, then the dispatcher at the SPIDER unit shall call the company which appears next on the list or, in the event the first wrecker service company called fails or is unable to respond within 30 minutes under nominal conditions, then the dispatcher shall call the next wrecker company appearing on the list. A call to a specific location for a single accident shall be considered as one call and only one company will be called; provided, however, that if necessary, additional companies may be called."

SECTION 10. Section 3.49.125 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"Impounded Vehicles. (a) When an authorized public agency requests the impounding of an abandoned, wrecked or disabled vehicle, or the

vehicle is being impounded pursuant to the provisions of Section 11.97.010 of the Code of the City of Wichita, the dispatcher for Special Police Information Data Entry and Retrieval Unit (SPIDER) will contact the contractor for the City of Wichita.

- (b) The maximum allowable fees to be charged by the wrecker contractor for towing and storage charges for vehicles impounded by the City of Wichita shall be set forth by the contract between the City and the contractor. Such fees shall not exceed those set forth in Section 3.49.130.
- (c) All vehicles impounded by the City of Wichita shall be subject to the release and notice provisions of Chapter 11.97.
- (d) All vehicles impounded shall be sold by public auction. The terms and conditions of the sale of the vehicles and disposition of the auction proceeds shall be set forth in the contract between the City and the contractor."

SECTION 11. Section 3.49.130 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Fees for emergency wrecker service. (a) Only emergency wrecker companies licensed by the City of Wichita shall be subject to these regulations governing fees to be charged by emergency wrecker services.

- (b) A wrecker service shall submit a schedule of towing fees with the annual application for licensing.
- (c) Failure to submit fee schedules with the annual application will result in utilizing the last fee schedule submitted.
- (d) Wrecker services may not charge rates in excess of those filed with their licensing application for emergency wrecker services.

SECTION 12. Section 3.49.140 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Requirements and operating procedures for emergency wrecker service. (a) An emergency wrecker company licensee shall comply with the following requirements and procedures;

- (1) Maintain 24-hour wrecker service;
- (2) Arrive at the accident or to the place designated by the dispatcher at the special police information data entry and retrieval unit (SPIDER) within a reasonable time after having been notified to do so, such response time not to exceed 45 minutes;
- (3) Deliver, in every instance, the wrecked or disabled vehicle to its storage facility or other location as directed by the owner or agent of the vehicle:
- (4) When directed by an officer at the scene of an accident, temporarily remove vehicles which are creating a traffic hazard to a side street or other place as may be directed by the officer;
- (5) Report to the City's licensing agent all changes in emergency wreckers and equipment used in the licensee's emergency wrecker service
- (6) Completely remove from the site of an accident all resulting wreckage, debris, reasonable amounts of automotive fluids which are dropped or spilled, and any and all other reasonable amounts of injurious substances dropped upon the highway from such vehicle

including all broken glass, which remains in the street, but excluding truck or vehicle cargoes, before leaving the site. In the event two or more wreckers are called to the same accident, both operators shall be equally responsible for the removal of debris from the right-of-way;

- (7) Not permit the use of a wrecker by another licensee;
- (8) The licensee shall not permit an individual to drive a wrecker unless the individual holds a valid driver's license;
- (9) The licensee and its employees shall not assess or collect fees or charges in excess of those filed with its licensing application.
- (10) The licensee and its employees shall not prohibit or refuse to allow the owner, operator or person in possession of the vehicle, who has proof of title or registration, to retrieve any medicine, medical supplies or governmental-issued documents regarding identification from an impounded or towed vehicle;
- (11) Have all wreckers clearly and permanently marked with the name and address of the licensee on both doors of the vehicle;
- (12) All wrecker drivers of the licensee shall wear shirts identifying the licensee's company name;
- (13) The licensee shall, upon request by a vehicle owner, disclose the name and address of its insurance carrier;
- (14) Carry in all vehicles owned or leased by the licensee "Wrecker Operator Receipt Books" which shall contain forms that shall be filled out and signed by an authorized public agency at the scene of an impound. The form will authorize the licensee or the licensee's agent or

employee to tow the vehicle, will contain a space to be marked by the authorized public agency indicating whether the vehicle shall be held as evidence in a criminal matter, and will state that the licensee assumes liability for the vehicle being towed along with any and all property contained therein. Such forms shall be subject to prior approval by the City's licensing agent and it shall be the responsibility of the licensee to provide such forms;

- (15) Carry in all vehicles owned or operated by the licensee a copy of the licensee's schedules of fees
- (16) Shall at all times comply with K.S.A. 8-1103 and amendments thereto;
- (17) The owner of a vehicle towed shall have access to personal property in such vehicle for forty-eight (48) hours after such vehicle has been towed and such personal property shall be released to the owner.
- (18) Shall accept, at no additional fee, credit card, debit card or cash payments for any towing, storage or other fees and costs due from the owner of the vehicle for emergency wrecker service."

SECTION 13. Section 3.49.160 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Compliance with State Law. All vehicles towed pursuant to this chapter shall be disposed of, sold and/or released in accordance with the provisions of K.S.A. 8-1101, et seq."

SECTION 14. The originals of Sections 3.49.010, 3.49.020, 3.49.030, 3.49.040, 3.49.070, 3.49.080, 3.49.090, 3.49.100, 3.49.110, 3.49.120, 3.49.130, 3.49.140, 3.49.150,

3.49.160, 3.49.170, 3.49.180, 3.49.220 and 3.49.230. of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 15. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 28th day of February, 2012.

	Carl Brewer, Mayor	
ATTEST:		
Karen Sublett, City Clerk	_	
Approved as to Form:		
Gary E. Rebenstorf		
Director of Law		

First	Published	in The	Wichita	Eagle on	

DELINEATED 02/02/2012

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 3.49.010, 3.49.020, 3.49.030, 3.49.040, 3.49.070, 3.49.080, 3.49.090, 3.49.100, 3.49.110, 3.49.130, 3.49.140, AND 3.49.160 OF THE CODE OF THE CITY OF WICHITA, KANSAS, CREATING SECTION 3.49.125 OF THE CODE OF THE CITY OF WICHITA, KANAS, ALL PERTAINING TO WRECKER SERVICES AND REPEALING THE ORIGINALS OF SECTIONS 3.49.010, 3.49.020, 3.49.030, 3.49.040, 3.49.070, 3.49.080, 3.49.090, 3.49.100, 3.49.110, 3.49.120, 3.49.130, 3.49.140, 3.49.150, 3.49.160, 3.49.170, 3.49.180, 3.49.220 AND 3.49.230.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 3.49.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Definitions.** Unless otherwise specified in this Chapter, the following terms, as used in this Chapter, mean as follows:

'Accident' means any occurrence which renders a vehicle wrecked or disabled as defined in this Section.

'Authorized public agency' means an officer of the police department, the Sedgwick County Sheriff's Office, the Kansas Highway Patrol, an employee for the Sedgwick County or City Fire Department or a dispatcher for the Special Police Information Data Entry and Retrieval Unit (SPIDER) of the police department.

'Chief of Police' means the Chief of Police for the City of Wichita and his or her designee.

"Combination vehicle" means any vehicle containing more than one unit connected together by hitch or hitches including but not limited to semi-trailer truck units.

"Disabled vehicle" means any vehicle which has been rendered unsafe to be driven as a result of some occurrence other than a wreck, including, but not limited to, mechanical failures or breakdowns, fire, vandalism, or any vehicle which is in a safe driving condition, but the owner is not present, able or permitted to drive, so as to reasonably necessitate that such vehicle be removed by a wrecker, including vehicles which are determined to be abandoned by an authorized public agency.

'Rotation' "Dispatched service call' means an occasion when the dispatcher for the Special Police Information Data Entry and Retrieval Unit (SPIDER) of the Wichita Police Department calls an licensed emergency wrecker from the rotation list at the request of the owner or person in charge of a wrecked or disabled vehicle or at the request of a law enforcement officer to remove a vehicle because it is wrecked or disabled or to remove a vehicle which may otherwise be ordered towed in by an authorized public agency because of constituting a traffic hazard or for other police purposes, including cases involving arrest or accident.

'Emergency wrecker company' means a person who owns, controls, or has a financial interest in an emergency wrecker service.

'Emergency wrecker service' means the business of towing wrecked vehicles from the streets of the City upon request of an authorized public agency.

except owner preference requests, including abandoned vehicles, wrecked or disabled vehicles, and vehicles which may otherwise be ordered towed by an authorized public agency, and the storing of such vehicles.

"Impounded vehicle" means any wrecked or disabled vehicle or any other vehicle which has been towed by order of an authorized public agency and which is not to be released except by authority of an authorized public agency.

'Licensee' means a person licensed to engage in emergency wrecker service.

'Motor vehicle' means every vehicle which is self-propelled, and which has a vehicle identification number.

'Owner' means any person who holds the legal title of a vehicle or who has the legal right of possession thereof, or the legal right of control of a vehicle.

'Owner preference request' means a request directly from the owner or person in charge of a wrecked or disabled vehicle to any tow-in service company or such request relayed by an authorized public agency for services of a designated tow-in service company, whether licensed under this Chapter or not, to remove a vehicle to a specific designated area.

'Street' means any street, alley, avenue, lane, public place, square or highway within the corporate limits of the City.

'Vehicle' means every device in, upon or by which any person or property is or may be transported or drawn upon a street, which has a vehicle identification number, except devices moved by human power or used exclusively upon stationary rails or tracks.

'Vehicle Identification Number' means an identifying number, serial number, engine number, transmission number or other distinguishing number or mark, placed on a vehicle, engine, transmission or other essential part by its manufacturer or by authority of the division of vehicles or Kansas Highway Patrol or in accordance with the laws of another state or county.

'Wrecker contractor' means the Emergency Wrecker service company or companies who have been awarded a contract by the City of Wichita, after a competitive selection process, for the impounding of motor vehicles by the Wichita Police Department.

'Wrecked vehicle' means any vehicle that has been damaged as the result of overfuming or colliding with another vehicle or object so as to reasonably necessitate that such vehicle be removed by a wrecker.

'Wrecker' means any motor vehicle designed to be used primarily for removing wrecked or disabled vehicles upon any street.

'Wrecker rotation list' means a list of licensed wrecker companies, maintained by the Chief of Police, as provided for in this Chapter."

SECTION 2. Section 3.49.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"License—Required—Nontransferable—Expiration date—Location.

No persons may engage in emergency wrecker service inside the City without first obtaining an emergency wrecker company license from the City. Only one license may be issued to each emergency wrecker company. A license is not assignable or transferable. Emergency wrecker company licenses shall be for

a six twelve-month period. The license issued to an emergency wrecker company authorizes the licensee and all its bona fide employees to engage in emergency wrecker service. Any person engaging in emergency wrecker services inside the City shall operate from a single location inside the City."

SECTION 3. Section 3.49.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"License—Application—Fees—Renewal. (a) A person desiring to engage in emergency wrecker service in the City shall file with the City's licensing agent Treasurer a written application upon a form provided for that purpose, which must be signed by the applicant or the applicant's authorized agent. The following information is required in the application:

- (1) Business name, address and telephone number of the emergency wrecker company;
 - (2) Number and types of wreckers to be operated;
 - (3) Vehicle identification number of each wrecker:
- (4) The location of the facilities to be owned or leased by the applicant for the purpose of operating the emergency wrecker service, including the location of primary and secondary storage facilities;
- (5) The name, address and telephone number of the owner of the emergency wrecker company;
- (6) An agreement that the applicant will participate in the wrecker rotation list:

- (7) Proof that the applicant has secured the payment of compensation to the applicant's employees as set forth in K.S.A. 44-532(b) and amendments thereto;
- (8) A maximum fee schedule for standard towing, heavy duty towing, storage and mileage.
- (9) A copy of the wrecker service's certificate of public service from the Kansas Corporation Commission.
- (b) A fee of \$25.00 for processing the initial application or any renewals thereof must be submitted with the application; this fee accompanying the applicant shall not be refundable.
- (c) Every license issued pursuant to this Chapter shall terminate at the expiration of six twelve months from the date of issuance, unless sooner revoked, and must be renewed before operation of an emergency wrecker service is allowed to continue. Anyone desiring to renew a license shall follow the procedures in subsection (a) of this Section for an initial application.
- (d) Failure to submit fees with the annual application will result in utilizing the last schedule of fees submitted by the licensee."
- SECTION 4. Section 3.49.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"License—Issuance—Inspection sticker—Storage facilities.

The City's licensing agent <u>Treasurer</u> shall, after approval from the Chief of Police, issue a license to participate in the emergency wrecker service to applicants complying with the provisions of this Chapter and shall issue an

emergency wrecker inspection sticker approving each vehicle license. The emergency wrecker inspection sticker must be affixed securely to the inside upper left-hand corner of the windshield of the inspected wrecker. No license authorizing participation in the emergency wrecker service and no inspection sticker approving the operation of an emergency wrecker on the streets of the City shall be issued unless the following requirements are met:

- (1) (a) Vehicles. Each applicant, in order to secure a license under this Chapter, must own and/or lease the following vehicles in the following numbers and be equipped as follows:
 - (a) (1) Five three wreckers; each two wreckers shall not be less than one ton in size, shall be equipped with a power-operated winch line and boom with a factory-rated lifting capacity of not less than 5,000 pounds, single line capacity, shall carry as standard equipment a two-way radio or mobile or cellular phone, dolly, cycle sling or trailer, tow bar, safety chains, fire extinguisher, wrecking bar, broom and shovel, and shall be clearly and permanently marked with the name and address of the licensee on each side of the vehicle;
 - (b) (2) One wrecker, not less than two and one-half tons in size, equipped with a power winch, winch line and boom, having 12 to 16 ton single or double line capacity, in addition to the equipment listed in subsection (a) of this Section.
- (c) Wreckers shall not be leased from other wrecking companies which participate in the emergency wrecker rotation list.

- (2) (b) Storage Facilities. Each applicant, in order to be licensed under this Chapter, must own and/or lease facilities for the storage of vehicles having the following space and equipment requirements:
 - (a) (1) Primary Storage. Vehicle storage space must be provided at a location which is within the corporate limits of the City and in compliance with applicable zoning ordinances. Such space must have a capacity for storing at least 35 50 vehicles excluding bicycles and motorcycles. This storage space must be fenced and secured from unauthorized entry. This space must also be kept accessible to vehicles, in conformance with all health and zoning ordinances and lighted in accordance with the requirements of the police department. This storage space must be available for receiving towed vehicles on a 24-hour, sevenday-per-week basis, however, the licensee shall not be required to release vehicles from the storage area between the hours of 7:00 p.m. and 7:00 a.m.;
- (b) Secondary Storage. Additional vehicle storage space must be provided for 200 vehicles at a location or locations within one mile of the limits of the City. Such location or locations must be in compliance with applicable zoning ordinances and will be lighted in accordance with the requirements of the police department. This space must further be kept fenced and secured from unauthorized entry, in conformance with all health ordinances and accessible to vehicles. Secondary storage as required in this Section may be at the same location as the primary storage, it being the intent of this Chapter that space be

provided for a total of 235 vehicles, excluding bicycles and motorcycles and that storage for 35 of such vehicles be in the corporate limits of the City.

(3) (c) In order to be licensed under this Chapter, each licensee shall maintain and pay the premiums for the following insurance policy or policies:

(a) (1) Public liability insurance indemnifying the public generally against damages arising out of the operation of emergency wrecker service. The licensee shall be responsible for entering the City on such policy or policies of insurance as a named insured. Such policy or policies of insurance shall be in an amount of at least \$500,000.00 for one person \$500,000.00 for one accident and \$500,000.00 property damage and a minimum aggregate limit of \$1,000,000.00. This coverage can be provided as a combined single limit. In the insurance certificate, the insurance company must state that the City will be given written notice if the policy is canceled or changed within ten days prior to the effective date thereof. The applicant shall file certificates of insurance with the City clerk:

(b) (2) Garage keeper's minimum liability policy covering fire, theft or damage to or loss of property while in tow or otherwise in the care, custody and control of the licensee. The licensee shall be responsible for entering the City on such policy or policies of insurance as a named insured. Such policy or policies of insurance shall be in an amount of at least \$100,000.00 for each individual claim up to a maximum aggregate limit of \$200,000.00 per occurrence. In the insurance certificate, the

insurance company must state that the City will be given written notice if the policy is canceled or changed within ten days prior to the effective date thereof. The applicant shall file certificates of insurance with the City Clerk.

- (c) Each policy required herein shall contain an endorsement providing for ten days written notice to the Chief of Police of the City prior to any material change therein or cancellation thereof."
- SECTION 5. Section 3.49.070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"License—Suspension. (a) The Chief of Police or the City eCouncil, upon five days' written notice to the licensee, shall have the authority to suspend an emergency wrecker company license for a period not to exceed five days for one or more of the following reasons:

- (1) Failure of the licensee to maintain such licensee's wrecker or equipment in a good and safe working condition;
- (2) Violation by the licensee or an employee of the licensee of a provision of this Chapter;
- (3) Violation by an emergency wrecker driver of a provision of the motor vehicle or traffic laws of this state or City while in the scope of his employment in the emergency wrecker service;
- (4) Failure of the licensee to comply with the terms and conditions of the City's nondiscrimination and equal opportunity plan;

- (5) Failure of the licensee to maintain the required liability and worker's compensation insurance policies as required by this Chapter;
- (6) Obtaining the license by fraudulent conduct or false statements;
- (7) The wrecker or towing service violated the fee and charge schedule by overcharge;
- (8) The wrecker or towing service consistently refuses to respond to requests for service by the police department or consistently fails to answer telephone calls from the police department at the telephone number supplied by the business for towing services;
- (9) The wrecker or towing service responds to the scene of an accident, emergency, or impoundment situation, when not specifically called to do so, and solicits wrecker or towing business;
- (10) The City of Wichita is not satisfied with the general services of the owner and/or employees or with the cooperation it has received from such wrecker or towing service or other justifiable cause.
- (11) The wrecker or towing service fails to have a valid certificate of public service issued from the Kansas Corporation Commission.
- (b) A licensee may appeal such an order suspending an emergency wrecking service license to the City eCouncil. Such appeal must be in writing and must be filed with the City eClerk within ten days from the date of such order of

suspension. The order of suspension shall be stayed during the pendency of any such appeal."

SECTION 6. Section 3.49.080 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"License—Revocation. (a) The City e<u>C</u>ouncil, upon five days' written notice to the licensee shall have the authority to revoke an emergency wrecker company license for one or more of the following reasons:

- (1) The making of a false statement as to a material matter in an application for a license or license renewal;
- (2) Failure of the licensee or any employee of the licensee to comply with the fee schedule provided in this Chapter;
- (3) Violation of any of the provisions of this Chapter by the licensee or any employee of the licensee;
- (4) Suspension of the licensee's emergency wrecker company license three times within a twelve twenty-four-month period;
- (5) Failure of the licensee to comply with Section 3.49.230 of this Code and amendments thereto, relating to nondiscrimination.
- (b) Any appeal taken from an order of revocation shall suspend the order of revocation during the pendency of such appeal. In case of the revocation of a license of any licensee, no new license shall be issued to such person or to any other person acting for or on such person's behalf, for a period of six months after the revocation becomes effective."

SECTION 7. Section 3.49.090 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Appeal from refusal to issue or renew, suspension or revocation of a license. (a) If the City <u>t</u>Treasurer refuses to issue or renew a license under this Chapter, or the Chief of Police suspends a license under this Chapter, such action is final unless the applicant or licensee, within ten days after the date of the suspension or refusal to renew a license, files a written appeal with the City <u>commission Council</u> setting forth specific grounds for the appeal. The City <u>commission Council</u> shall, within 30 days, grant a hearing to consider the action and may sustain, reverse or modify the action appealed.

(b) The City <u>t</u>Treasurer may revoke a license as provided in this Chapter, except that no license shall be revoked except by order of the City <u>commission Council</u>, and only then at a hearing provided for such purposes, and the licensee shall receive at least five days' notice prior to such hearing."

SECTION 8. Section 3.49.100 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Powers and duties of Chief of Police.** In addition to the powers and duties prescribed elsewhere in this Chapter, the Chief of Police is authorized to:

- (1) (a) Enforce all provisions of this Chapter;
- (2) (b) Adopt rules and regulations, after reasonable notice to the licensees, not inconsistent with the provisions of this Chapter, with respect to the investigation of applicants and other matters incidental or appropriate to his

powers and duties as may be necessary for the proper enforcement of the provisions of this Chapter;

- (3) (c) Conduct, when appropriate, periodic investigations of emergency wrecker companies throughout the City;
- (4) (d) Keep records of service adequacy and responsiveness of licensees and provide these records to the City €Treasurer upon request.
- (e) Ensure that wrecker fee schedules are accessible to the public by posting the schedule on the police and/or City website, having the fee schedule available for review upon request of officers at accident scenes and posted at Wichita Police Department substations."

SECTION 9. Section 3.49.110 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Wrecker rotation list procedure. Emergency Wrecker Dispatched

Service Call Procedures (a) The Chief of Police shall establish a wrecker rotation list consisting of emergency wrecker companies licensed under this Chapter.

- (b) The wrecker list shall contain the name, address, phone number and towing rates for each emergency wrecker company licensed by the City of Wichita.
- (c) When a law enforcement officer determines that emergency wrecker services are required to remove a wrecked or disabled vehicle, the owner or person in charge of the wrecked or disabled vehicle will be provided the list of licensed wreckers.

- (d) The owner or person in charge of the vehicle's choice of wrecker service company will be relayed to SPIDER, by the law enforcement officer so that a dispatched service call may be made.
- (b) (e) Emergency wrecker service shall be provided on a rotating basis from the wrecker rotation list. When an emergency wrecker is needed, the need will be immediately made known to the dispatcher for Special Police Information Data Entry and Retrieval Unit (SPIDER). On receiving the first communication, the dispatcher at the SPIDER unit must call the first emergency wrecker company on the rotation list to remove the vehicle to such emergency wrecker company's storage area or to a specific place designated chosen by the owner or person in charge of such vehicle, if so designated. On each succeeding communication, the next emergency wrecker company on the list must be called and a proper notation of each call must be made on the master rotation list. If the driver or person in charge of the vehicle fails to designate or choose an Emergency Wrecker Service, or the Emergency Wrecker Service chosen is not available for dispatch, the SPIDER dispatcher will contact the next Emergency Wrecker Service on the rotation list. In the event the first company called has no wrecker available, then the dispatcher at the SPIDER unit shall call the company which appears next on the list or, in the event the first wrecker service company called fails or is unable to respond within 30 minutes under nominal conditions, then the dispatcher shall call the next wrecker company appearing on the list and, in the event of a failure of any wrecker company to fail to respond or fail to respond within 30 minutes, then no charge may be made for such call. A call to a specific location for a single

accident shall be considered as one call and only one company will be called; provided, however, that if necessary, additional companies may be called."

SECTION 10. Section 3.49.125 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

- "Impounded Vehicles. (a) When an authorized public agency requests the impounding of an abandoned, wrecked or disabled vehicle, or the vehicle is being impounded pursuant to the provisions of Section 11.97.010 of the Code of the City of Wichita, the dispatcher for Special Police Information Data Entry and Retrieval Unit (SPIDER) will contact the contractor for the City of Wichita.
- (b) The maximum allowable fees to be charged by the wrecker contractor for towing and storage charges for vehicles impounded by the City of Wichita shall be set forth by the contract between the City and the contractor. Such fees shall not exceed those set forth in Section 3.49.130.
- (c) All vehicles impounded by the City of Wichita shall be subject to the release and notice provisions of Chapter 11.97.
- (d) All vehicles impounded shall be sold by public auction. The terms and conditions of the sale of the vehicles and disposition of the auction proceeds shall be set forth in the contract between the City and the contractor."

SECTION 11. Section 3.49.130 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Fees for emergency wrecker service. (a) Licensed emergency wrecker companies shall charge the following fees for services rendered under

this Chapter: Only emergency wrecker companies licensed by the City of Wichita shall be subject to these regulations governing fees to be charged by emergency wrecker services.

Towage. Where a wrecker that is less than two and one-half (1) tons is requested, there shall be a maximum charge of \$80.00 per wrecker for towing a vehicle from one point to another location within the corporate limits of the City, as designated by the owner of the vehicle or by the police department at the place where the tow originated. Where a two-and-one-half-ton wrecker or larger is requested, the maximum charge shall be \$120.00 per wrecker. For towing combination vehicles, the maximum charge shall be \$220.00 per wrecker. In addition, mileage at the rate of \$3.50 per mile from the point of hookup for each mile any vehicle is towed within the City may be charged, except that where a two-andone-half-ton wrecker is requested, a rate of \$5.15 per mile may be charged. Mileage for heavy duty towing, as set out in subsections 5, 6 and 7 shall be allowed at a rate of \$5.15 per mile. Towing shall be by way of the most reasonable direct route between the point of the tow's origination and its destination.

Any additional charges for winching, dollies, wheel lift or rollbacks or other services not normally incident to towing wrecked or disabled vehicles shall be allowed only when the additional charge is:

a. Reasonably necessary to retrieve a wrecked vehicle which is off the road or overturned:

- b. to protect the wrecked or disabled vehicle from reasonably foreseeable additional damage should the device not be used; or
 - e. at the request of or permission of the owner or operator.
- d. Waiting Time. Waiting time, when required by a police officer in charge at the scene of an accident, shall be \$18.00 per quarter hour or any part thereof after the wrecker has been at the scene of the accident 30 minutes.
- e. Specialized Towing. For up righting any overturned vehicle other than a motorcycle or bicycle, the maximum charge shall be \$43.00.
- f. Dolly Services: For dolly use in towing wrecked motor vehicles: the maximum charge is \$43.00 in addition to the tow service charge. A dolly fee may only be charged if a dolly is necessary and actually used to tow the vehicle.
- g. Winching. An additional charge of \$25.00 for each quarter hour or any part thereof may be charged when a wrecker that is less than two and one half tons is used for winching. An additional \$35.00 for each quarter hour or any part thereof may be charged when a wrecker that is two and one half tons or larger is used for winching.
- h. Heavy Duty Towing: When requested by a law enforcement officer, when a two ton or greater tractor is necessary for towing, the towage fee shall be \$125.00. An additional fee of \$125.00 per hour may be charged for winching.
- i. Heavy Duty Towing/Tractor and Trailer. When requested by a law enforcement officer, when a tractor and trailer is necessary for towing, the towage fee shall be \$250.00. An additional fee of \$200.00 per hour may be charged if a

ear hauler is used. An additional fee of \$250.00 may be charged for winching of the vehicle.

- j. Heavy Duty Towing Landoll Specialized Trailer. When requested by a law enforcement officer, when a Landoll Specialized Trailer under 28,000 pounds is necessary for towing, the towage fee shall be \$125.00. For a Landoll Specialized Trailer over 28,000 pounds the towage fee shall be \$150.00. For large motor coaches and tour busses, the towage fee shall be \$175.00.
- k. Processing Fee. A fee of \$15.00 per vehicle shall be assessed to offset costs of notification to vehicle owners of released vehicles by the Wichita Police Department. Such fee shall be collected by the wrecker service and paid to the Wichita Police Department.
- l. Fuel Surcharge. A fee of seven percent of the towing fee set forth in (a)(1), excluding fees for mileage, may be assessed to offset increased cost of fuel. The fuel surcharge provisions and mileage shall be reviewed annually by the Chief of Police. Such review shall occur during January of each year. Any recommended increase or decrease in the fee by the Chief of Police must be approved by the City manager.
- m. Lot Fee. A fee of \$15.00 per vehicle may be charged by the wrecker company to offset costs of releasing vehicles.
- n. A \$12.00 one time fee may be charged for tarping a vehicle with broken windows or a vehicle otherwise open to the weather.

- o. No other charges are to be levied against vehicles towed under this Section without the written authorization of the Chief of Police, or at the request of the vehicle's owner.
- p. Licensees shall provide to each owner or other authorized person an itemized bill indicating the amount for each service provided.
- (b) With the exception of the first 24 hours a vehicle is on a licensee's lot, the licensee shall be paid \$20.00 for each 24 hour period or portion thereof, for storage at the licensee's facility. Subject to the availability of space, vehicles which are towed by the licensee and which are operable shall be stored at the licensee's primary facility for a period of 24 hours. Vehicles which because of particular damage or because of their condition may be further damaged by exposure to inclement weather must be covered with a waterproof protective covering so that damage from inclement weather is minimized. Vehicles which have been rendered inoperable may be taken directly to the licensee's secondary storage at the discretion of the licensee
- (b) A wrecker service shall submit a schedule of towing fees with the annual application for licensing.
- (c) Failure to submit fee schedules with the annual application will result in utilizing the last fee schedule submitted.
- (d) Wrecker services may not charge rates in excess of those filed with their licensing application for emergency wrecker services.

SECTION 12. Section 3.49.140 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Requirements and operating procedures for emergency wrecker service. (a) An emergency wrecker company licensee shall comply with the following requirements and procedures;

- (1) Maintain 24-hour wrecker service:
- (2) Arrive at the accident or to the place designated by the dispatcher at the special police information data entry and retrieval unit (SPIDER) within a reasonable time after having been notified to do so, such response time not to exceed 45 minutes;
- (3) Deliver, in every instance, the wrecked or disabled vehicle to its storage facility as provided in Section 3.49.130, and amendments thereto or other location as directed by the owner or agent of the vehicle;
- (4) When directed by an officer at the scene of an accident, temporarily remove vehicles which are creating a traffic hazard to a side street or other place as may be directed by the officer;
- (5) Report to the City's licensing agent all changes in emergency wreckers and equipment used in the licensee's emergency wrecker service and render all additional vehicles for inspection by the Chief of Police. A wrecker without a valid emergency wrecker inspection sticker is not allowed to participate in the wrecker rotation list;
- (6) Completely remove from the site of an accident all resulting wreckage, debris, reasonable amounts of automotive fluids which

are dropped or spilled, and any and all other reasonable amounts of injurious substances dropped upon the highway from such vehicle including all broken glass, which remains in the street, but excluding truck or vehicle cargoes, before leaving the site. In the event two or more wreckers are called to the same accident, both operators shall be equally responsible for the removal of debris from the right-of-way;

- (7) Not permit the use of a wrecker by another licensee;
- (8) The licensee shall not permit an individual to drive a wrecker unless the individual holds a valid driver's license:
- (9) The licensee and its employees shall not assess or collect fees or charges in excess of those set forth in Section 3.49.130 filed with its licensing application.
- (10) The licensee and its employees shall not prohibit or refuse to allow the owner, operator or person in possession of the vehicle, who has proof of title or registration, to retrieve any medicine, medical supplies or governmental-issued documents regarding identification from an impounded or towed vehicle;
- (11) Have all wreckers clearly and permanently marked with the name and address of the licensee on both doors of the vehicle;
- (12) All wrecker drivers of the licensee shall wear shirts identifying the licensee's company name;
- (13) The licensee shall, upon request by a vehicle owner, disclose the name and address of its insurance carrier;

- "Wrecker Operator Receipt Books" which shall contain forms that shall be filled out and signed by an authorized public agency at the scene of an impound. The form will authorize the licensee or the licensee's agent or employee to tow the vehicle, will contain a space to be marked by the authorized public agency indicating whether the vehicle shall be held as evidence in a criminal matter, and will state that the licensee assumes liability for the vehicle being towed along with any and all property contained therein. Such forms shall be subject to prior approval by the City's licensing agent and it shall be the responsibility of the licensee to provide such forms;
- (15) <u>Carry in all vehicles owned or operated by the licensee a</u> copy of the licensee's schedules of fees
- (15) (16) Shall at all times comply with K.S.A. 8-1103 and amendments thereto;
- personal property in such vehicle for forty-eight (48) hours after such vehicle has been towed and such personal property shall be released to the owner.
- (16) Release of Vehicles. Impounded vehicles may be retrieved from the licensee only upon a showing by the person attempting to retrieve the vehicle that he or she is the owner thereof or is the authorized agent of the owner, and proof of valid registration is presented to the licensee. In

no case may a vehicle be released that has been held as evidence in a criminal matter without prior authority from the police department;

- impounded vehicle shall request a hearing pursuant to Section 11.97.040 of this Code or amendment thereto, the owner shall contact the municipal court who will schedule the hearing. Pending such hearing, the owner may retrieve the impounded vehicle as set forth in subsection (c) of Section 11.97.040 and amendments thereto. If after hearing, the court finds no factual basis for the impoundment of said vehicle, the licensee shall return any money paid for the impoundment to the owner or person having lawful custody of the vehicle, and the charges incurred by the licensee may be deducted from the fees due the City from the licensee pursuant to Section 3.49.170 of this Code and any amendments thereto. If after hearing the court determines that the vehicle was lawfully towed, then the licensee may retain the payment made to retrieve the vehicle.
- (18) Shall accept, at no additional fee, credit card, debit card or cash payments for any towing, storage or other fees and costs due from the owner of the vehicle for emergency wrecker service."

SECTION 13. Section 3.49.160 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Sale of impounded vehicles. Vehicles towed or stored under emergency wrecker service (including impounded vehicles not claimed after release by the police department), and which remain unclaimed for a period of 60

days, will be sold at public sales to the highest bidder, not less often than three times each calendar year, at a sale conducted by the police department. Legal advertising expenses for this sale will be paid for by the City. Each licensee under this Chapter will provide a suitable location for the sale and, if necessary, transport vehicles to such location and, further, shall pay the auctioneer. If the total proceeds of any such sales are in an amount greater than the total towing and storage charges of all vehicles sold, the difference in such amount shall be retained by the City. The City shall not be responsible for unpaid towing and storage charges except as provided from proceeds of the sale of such vehicles at auction. The City shall not be responsible for unpaid towing and storage charges of such claimed vehicles except that the licensee shall not be required to release such vehicles until unpaid towing and storage charges against such vehicles are satisfied, and until the City, as to impounded vehicles, through its police department authorizes the release of such vehicles

Compliance with State Law. All vehicles towed pursuant to this chapter shall be disposed of, sold and/or released in accordance with the provisions of K.S.A. 8-1101, et seq."

SECTION 14. The originals of Sections 3.49.010, 3.49.020, 3.49.030, 3.49.040, 3.49.070, 3.49.080, 3.49.090, 3.49.100, 3.49.110, 3.49.120, 3.49.130, 3.49.140, 3.49.150, 3.49.160, 3.49.170, 3.49.180, 3.49.220 and 3.49.230. of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 15. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body	y of the City of Wichita, Kansas, this	day of
, 2012.		
	Carl Brewer, Mayor	
ATTEST:		
Karen Sublett, City Clerk		
Approved as to Form:		
Gary E. Rebenstorf		
Director of Law		

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Public Hearing to Consider Request for De-Annexation of Land

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Conduct a hearing on the petition for de-annexation, approve the ordinance and make findings as to whether the petition for de-annexation should be granted.

Background: A petition has been filed by the City of Wichita for properties in the Furley assemblage of Sedgwick County. The properties were previously owned by the City of Wichita.

In December of 2010, the City Council approved transfer of this property to Sedgwick County as partial payment of the City's obligation set out in the settlement of litigation with Sedgwick County for payment of prisoner maintenance fees. The settlement agreement additionally provided that the transferred parcels would be de-annexed.

<u>Analysis</u>: State law provides that upon receipt of a petition for deannexation from a city, a notice must be published in the official city paper and a hearing scheduled no less than twenty days following such notice to hear all persons interested in such petition. Notice of the filing of this petition and of this hearing was published in the Wichita Eagle on January 19, 2012. The governing body must consider whether any private rights will be injured or endangered by the de-annexation; whether the public will suffer any loss or inconvenience if the deannexation is granted; and whether in justice to the petitioner, the deannexation should be granted. The governing body has full discretion to consider these matters.

<u>Financial Considerations</u>: If de-annexation is approved, the property will be removed from the City's tax base.

<u>Goal Impact:</u> Settlement of the jail fee lawsuit contributed to the City's goal of providing a Safe and Secure Community. The property transferred will retain its public benefit by the park usage proposed by Sedgwick County, which will contribute to the Quality of Life goal.

<u>Legal Considerations</u>: The petition for de-annexation has been prepared and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council conduct a hearing on the petition for de-annexation, approve the de-annexation ordinance, make the appropriate findings, and grant the petition.

Attachment: Petition, Publication Notice, De-annexation Ordinance

PETITION FOR DE-ANNEXATION

COMES NOW, John Philbrick, Property Manager for the City of Wichita and hereby requests that the properties listed below be de-annexed from the City of Wichita pursuant to K.S.A. 12-504, *et seq.*:

- 1. The East Half of the Northeast Quarter of Section 34, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No. C-00399-00UP)
- 2. The East Half of the Southwest Quarter of Section 34, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No. C-00404-00UP)
- 3. The West Half of the Southeast Quarter and the North One-Third of the East half of the Southeast Quarter of Section 34, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No. C-00402-00UP)
- 4. The South Two-Thirds of the East Half of the Southeast Quarter of Section 34, Township 25, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No. C-00403-00UP)
- 5. The West Half of the Southwest Quarter of Section 35, Township 25, Range 2 East of the 6th P.M., Sedgwick County, Kansas, except that part described as beginning 30 feet North and 30 feet East of the Southwest Corner of the Southwest Quarter of said Section 35; thence North 455.8 feet; thence East 455.8 feet; thence South 455.8 feet; thence West to the point of the beginning. (Key No. C-00406-00UP & C-00408-00UP)
- 6. The East Half of the Southwest Quarter of Section 35, Township 25, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No. C-00407-00UP)
- 7. The South Half of the Southeast Quarter of Section 35, Township 25, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No. C-00405-00UP)
- 8. The Northwest Quarter of Section 34, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas (Key No. C-00401-00UP)

9. The West Half of the Northeast Quarter of Section 34, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas (Key No. C-00400-00UP)

The following is submitted in support of the petition:

- 1. The properties listed above were previously owned by the City of Wichita and had been annexed within the corporate city limits.
 - 2. All the properties are undeveloped agricultural land.
- 3. In December of 2010, the Wichita City Council approved the transfer of ownership of the properties to Sedgwick County in partial settlement of a lawsuit regarding maintenance costs of prisoners.
- 4. The settlement agreement provided that the properties listed above would be deannexed from the City of Wichita.
 - 5. The deeds to the listed property have been transferred to Sedgwick County.

John Philbrick, Property Manager

City of Wichita, Kansas

NOTICE OF HEARING ON PETITION FOR DE-ANNEXATION OF LAND FROM THE CITY LIMITS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that a Petition has been filed with the City Clerk for the City of Wichita, Kansas, by the City of Wichita seeking de-annexation of certain parcels of property from the city limits of the City of Wichita.

The legal descriptions of said parcels are set forth below:

- 1. The East Half of the Northeast Quarter of Section 34, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No.C-00399-00UP)
- 2. The East Half of the Southwest Quarter of Section 34, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No.C-00404-00UP)
- 3. The West Half of the Southeast Quarter and the North One-Third of the East half of the Southeast Quarter of Section 34, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No. C-00402-00UP)
- 4. The South Two-Thirds of the East Half of the Southeast Quarter of Section 34, Township 25, Range 2 East of the 6th P.M., Sedgwick County, Kansas.(Key No.C-00403-00UP)
- 5. The West Half of the Southwest Quarter of Section 35, Township 25, Range 2 East of the 6th P.M., Sedgwick County, Kansas, except that part described as beginning 30 feet North and 30 feet East of the Southwest Corner of the Southwest Quarter of said Section 35; thence North 455.8 feet; thence East 455.8 feet; thence South 455.8 feet; thence West to the point of the beginning. (Key No. C-00406-00UP & C-00408-00UP)
- 6. The East Half of the Southwest Quarter of Section 35, Township 25, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No. C-00407-00UP)
- 7. The South Half of the Southeast Quarter of Section 35, Township 25, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No. C-00405-00UP)

- 8. The Northwest Quarter of Section 34, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas (Key No.C-00401-00UP)
- 9. The West Half of the Northeast Quarter of Section 34, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas (Key No. C-00400-00UP)

This petition will be presented to the governing body of the City of Wichita, Kansas, and a public hearing held at 9:00 a.m. on the 14th day of February, 2012, in the City Council Chambers of City Hall, 455 N. Main St., Wichita, Kansas. All persons interested in said petition can appear and be heard at that date and time.

Karen Sublett City Clerk for the City of Wichita, Kansas

PUBLISHED IN THE WICHITA EAGLE ON MARCH 2, 2012

ORDINANCE NO. 49-213

AN ORDINANCE EXCLUDING CERTAIN PARCELS, PIECES AND TRACTS OF LAND FROM THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS

- SECTION 1. The owner of the parcels listed below, City of Wichita, petitioned the Wichita City Council to deannex the property from the corporate limits of the City of Wichita.
- SECTION 2. Pursuant to K.S.A. 12-504, et seq., proper public notice has been given on a public hearing held regarding the advisability of deannexing said property.
- SECTION 3. Pursuant to the guidelines of K.S.A. 12-505, the City Council finds and determines that the properties with the following legal descriptions, owned by City of Wihchita, shall be excluded from within the boundaries of the City of Wichita:
 - 1. The East Half of the Northeast Quarter of Section 34, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No. C-00399-00UP)
 - 2. The East Half of the Southwest Quarter of Section 34, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No. C-00404-00UP)
 - 3. The West Half of the Southeast Quarter and the North One-Third of the East half of the Southeast Quarter of Section 34, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No. C-00402-00UP)
 - 4. The South Two-Thirds of the East Half of the Southeast Quarter of Section 34, Township 25, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No. C-00403-00UP)

- 5. The West Half of the Southwest Quarter of Section 35, Township 25, Range 2 East of the 6th P.M., Sedgwick County, Kansas, except that part described as beginning 30 feet North and 30 feet East of the Southwest Corner of the Southwest Quarter of said Section 35; thence North 455.8 feet; thence East 455.8 feet; thence South 455.8 feet; thence West to the point of the beginning. (Key No. C-00406-00UP & C-00408-00UP)
- 6. The East Half of the Southwest Quarter of Section 35, Township 25, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No. C-00407-00UP)
- 7. The South Half of the Southeast Quarter of Section 35, Township 25, Range 2 East of the 6th P.M., Sedgwick County, Kansas. (Key No. C-00405-00UP)
- 8. The Northwest Quarter of Section 34, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas (Key No. C-00401-00UP)
- 9. The West Half of the Northeast Quarter of Section 34, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas (Key No. C-00400-00UP)

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official City newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 28th day of February, 2012.

ATTEST:	Carl Brewer, Mayor	
Karen Sublett, City Clerk		
Approved as to Form:		
Gary E. Rebenstorf	_	

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Public Hearing on the Establishment of a Redevelopment District (STAR Bond

Financing) for the K-96 Greenwich STAR Bond District (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading.

Background: Starting with the Kansas Speedway project in Wyandotte County, the State of Kansas has approved several "Sales Tax and Revenue" (STAR) bonds for special economic development projects located throughout the state. In 2007, STAR bonds were approved for the River District Project in downtown Wichita in the amount of \$13,000,000 to finance the Keeper of the Plains Plaza and bridges, riverbank improvements on the east bank of the Arkansas River between Douglas and First Street, and the Waltzing Waters fountain in the WaterWalk project.

On January 10, 2012, the City Council adopted a resolution stating its intent to consider the establishment of a STAR bond district in the area northeast and south of K-96, along Greenwich Road, to be known as the K-96 Greenwich STAR Bond Project District, in order to use STAR Bond financing to pay for eligible project costs. The resolution set 9:30 a.m. on February 14, 2012, or as soon thereafter as possible, as the time for a public hearing before the City Council on this matter. Copies of the resolution were mailed, by certified mail, to all owners and occupants of property in the proposed district, and to the Board of Sedgwick County Commissioners, the U.S.D. 265 Board of Education and the U.S.D. 375 Board of Education, according to state law.

<u>Analysis</u>: STAR bond financing allows the Kansas Department of Revenue to measure and capture the incremental increase in state and local sales tax revenue collected within an approved STAR bond district and remit a portion of said revenue to the city or county in which the STAR bond district is located, to pay the principal and interest on STAR bonds issued to finance certain eligible costs associated with an approved STAR bond project. Local sales tax revenue pledged to pay STAR bonds is limited to the City's share of the countywide sales tax not previously pledged to pay city bonds. Generally, STAR bonds may be used to finance land acquisition, site work, infrastructure and parking facilities. State law also allows major multi-sport athletic facilities to be financed with STAR bonds.

The developer, GoodSports Enterprises, LLC, is planning a mixed use lifestyle development for the project area, anchored by a multi-sport athletic complex called the Fieldhouse, destination hotels and a destination retail center that will be unique to the Wichita market. The Fieldhouse will offer numerous indoor sport courts, as well as outdoor athletic opportunities, and facilities for wrestling, archery and fencing, all designed to attract national youth competitions. Additional development will provide complementary uses including hotels and destination retail.

As depicted on the map attached to the attached ordinance, the proposed K-96 Greenwich STAR bond district includes approximately 370 acres northeast of Greenwich Road at K-96 and south of K-96 along both sides of Greenwich, to 21st Street North; the district also includes approximately 60 acres of property at the southeast corner of 21st Street North and Greenwich Road.

K-96 Greenwich STAR Hearing February 14, 2012 Page 2

Conceptually, the proposed Project will be developed in multiple phases. Based on preliminary plans, the first phase includes the multi-sport athletic complex and a 115-room luxury hotel, national retail stores and pad sites, as well as the reconstruction of the K-96 interchange. The second phase is planned to include a hotel with an indoor water park, plus big box retail and additional pad sites. The final phase is designed for medical office space, two super regional retailers and other attractions.

Prior to establishment of the district, the Secretary of Commerce must make a determination that the district is in an eligible area based on statutory criteria. Following the public hearing and receipt of a determination letter from the Secretary, the City Council may adopt an ordinance establishing the STAR bond district. The Board of County Commissioners and the Boards of Education for USDs 265 and 375 will have 30 days following the public hearing to determine whether establishment of the district will have an adverse impact on property taxes, effectively precluding the use of STAR bond financing.

Following approval of the district, the next step in the overall process involves approval of the STAR bond project plan. Working closely with the developer, a detailed project plan and feasibility study is prepared and submitted to the MAPC for a finding that the plan is consistent with the Comprehensive Plan. The project plan must include a "marketing study" that demonstrates that the project will generate at least \$50,000,000 in gross sales and will not have a significant negative impact on existing businesses in the projects market area. After MAPC approval, the City Council may set a public hearing and adopt the STAR bond project plan by ordinance, following the same process used to establish the STAR bond area. The STAR bond plan and ordinance are then submitted to the Secretary of Commerce for final approval of the STAR bond project. After the Secretary's approval is received, the project may commence and STAR bonds may be issued up to the amount specified by the Secretary of Commerce.

To be an eligible area for STAR bond financing, under the law, the project must be determined to be a major commercial entertainment and tourism area, requiring a minimum \$50,000,000 capital investment and projected gross sales of \$50,000,000. The Secretary of Commerce must make a determination that the district is an eligible area prior to final adoption of the Ordinance on second reading by the City Council, which will also make a finding that the district is an eligible area.

<u>Financial Considerations</u>: Any STAR bonds issued for this project will be special obligation bonds of the City, payable solely from the incremental sales tax revenue remitted by the Kansas Department of Revenue for payment of the bonds. The City's general obligation credit cannot be pledged to repay STAR bonds. All eligible costs of the City relating to the project will be reimbursed with STAR bond proceeds. Only if the detailed project plan is adopted and approved by the Secretary of Commerce, and the specific improvements authorized by Council action, will the STAR bonds actually be issued.

<u>Goal Impact:</u> The City Council's goals for Economic Vitality and Affordable Living and Quality of Life are advanced through the use of STAR bonds to partner with developers to create a major commercial, entertainment and tourism site that will bring significant economic value to the City, enhance the satisfaction of residents and improve Wichita's competitive position as a desirable place to live and work.

<u>Legal Considerations</u>: The ordinance establishing the STAR bond project district has been reviewed by the City's Law Department and approved as to form.

<u>Recommendations/Actions</u>: It is recommended that the City Council close the public hearing, place on first reading the ordinance establishing a project district for the K-96 Greenwich STAR Bond Project District and set the second reading of the ordinance for the first City Council meeting following receipt of a determination letter from the Kansas Secretary of Commerce.

Attachments: Ordinance establishing the STAR Bond Project District; District Map and Boundary Description; District Plan.

PUBLISHED IN THE WICHITA EAGLE ON MARCH 2, 2012

Ordinance No. 49-208

AN ORDINANCE OF THE CITY OF WICHITA ESTABLISHING THE K-96 GREENWICH STAR BOND PROJECT DISTRICT

WHEREAS, the provisions of K.S.A. 12-17, 165, as amended, set forth the procedure for the establishment of a STAR bond district for certain purposes in eligible areas; and

WHEREAS, the Governing Body of the City of Wichita, by Resolution No. R 12-006 dated January 10, 2012, has given notice of its consideration of the establishment of a STAR bond district and described a proposed district plan that identifies all of the proposed project areas along with a general description of the buildings and facilities to be constructed or improved; and

WHEREAS, the K-96 Greenwich STAR Bond Project District area appears to qualify as, and has been determined by the Kansas Secretary of Commerce (the "Secretary") to constitute, an eligible area as a major commercial entertainment and tourism area including a "major multi-sport athletic complex" under the provisions of K.S.A. 2009 Supp. 12-17, 162, as amended; and

WHEREAS, the Governing Body of the City of Wichita, finds and determines that the development of the area is necessary to promote the general and economic welfare of the City; and

WHEREAS, a public hearing required by K.S.A. 12-17, 165, as amended has been held and concluded; and

WHEREAS, the Governing Body of the City of Wichita desires to establish a STAR Bond Project District that encompasses the K-96 Greenwich STAR Bond Project District area,

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. The Governing Body hereby finds and determines that the K-96 Greenwich STAR Bond Project District area qualifies as, and has been determined by the Kansas Secretary of Commerce (the "Secretary") to constitute, an eligible area as a major commercial entertainment and tourism area including a "major multi-sport athletic complex" under the provisions of K.S.A. 12-17, 162, as amended, and that the STAR Bond Project District is a "STAR Bond Project" as defined in K.S.A. 2009 Supp., and amendments thereto.

Section 2. A redevelopment district is hereby established that shall hereafter be designated the K-96 Greenwich STAR Bond Project District, the legal description is set

forth in **Exhibit A** attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the K-96 Greenwich STAR Bond Project District is attached hereto as **Exhibit B** and incorporated herein by reference. reference.

Section 3. The STAR Bond Project District Plan identifying all the proposed project areas along with a general description of the buildings and facilities that are proposed to be constructed or improved in each STAR bond project area is adopted as the redevelopment district plan for the K-96 Greenwich STAR Bond Project District, and is set forth in Exhibit "C" attached hereto and incorporated herein by reference.

Section 4. This ordinance shall be in force and effect from and after its passage, and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 28th day of February, 2012.

ATTEST:		
Karen Sublett, City Clerk	Carl Brewer, Mayor	
Approved as to Form:		
Gary E. Rebenstorf, City Attorney		

EXHIBIT "A" STAR BOND DISTRICT LEGAL DESCRIPTION

A tract of land situated in the West One-half of Section 3, the East One-half of Section 4 and the Northwest Quarter of Section 10, all in Township 27 South, Range 2 East of the Sixth Principal Meridian in Sedgwick County, Kansas, being more particularly described as follows:

Note: The basis of the bearings in this description is N 89° 16' 46" E being the South line of the Southwest Quarter of Section 3 Township 26 South Range 2 East and as shown on Cross Pointe 2ND a recorded subdivision in the Sedgwick County Register of Deeds office.

Beginning at the Southeast corner of said Section 4, said corner being common with the Southwest corner of said Section 3 and the Northwest corner of said Section 10 and at the intersection of the centerlines for 21st Street North and Greenwich Road:

Thence South 89° 01' 03" West 1550.01 feet, on the south line of the Southeast Quarter of said Section 4 and generally West on the centerline of 21st Street North to a point 60.0 feet south of the south west corner of Lot 12 on Regency Lakes Commercial 2ND Addition a recorded subdivision in the Sedgwick County Register of Deeds office;

Thence North 00° 42′ 44″ West 2645.22 feet on the west line of said Regency Lakes Commercial 2ND Addition subdivision and a continuation of that line to a point on the East/West center line of said Section 4, the southern most line of Regency Park Addition a recorded subdivision in the Sedgwick County Register of Deeds office and the North right of way line of Highway K-96;

Thence North 89° 02' 53" East 381.86 feet, on said East/West center line of said Section 4, the southern most line of said Regency Park Addition, and the north right of way line of Highway K-96;

Thence North 54" 11' 18" East 614.48 feet on said southern most line of said Regency Park Addition and the north right of way line of Highway K-96;

Thence North 74° 45' 12" East 316.18 feet on said southern most line of said Regency Park Addition and the north right of way line of Highway K-96;

Thence South 89° 59' 33" East 360.23 feet on said southern most line of said Regency Park Addition and the north right of way line of Highway K-96 and extending to a point on the East line of said Section 4, said line being common with the West line of said Section 3 and the centerline of Greenwich Road:

Thence North 00° 32' 29" West 2257.64 feet on said common line and said centerline of Greenwich Road to the Northwest corner of the Northwest Quarter of said Section 3:

Thence North 89°16'14" East 1030.00 feet on the north line of the Northwest Quarter of said Section 3 to a point being 60.00 feet north of the northwest corner of Block A on Stoney Pointe Addition a recorded subdivision in the Sedgwick County Register of Deeds office;

Thence South 00°32'29" East 1023.95 feet on the west line of said Block A to the south west corner of Reserve D on said Stoney Pointe Addition;

Thence South 89°14'32" East 250.00 feet on the south line of said Reserve D and a point being 50.00 feet south of the northwest corner of Lot 2 on said Stoney Pointe Addition;

Thence South 00°32'29" East 320.00 feet on the west line of said Lot 2 to a point on the south right of way line of 27th Street;

Thence North 89° 14' 32" East 1366.38 feet, on the South right of way line of 27th Street to a point on the North/South center line of said Section 3, said point being 56.64 feet south of the Northwest corner of Lot 13, Block 3, of said Greenwich Business Center Addition;

Thence South 00° 35' 35" East 1330.80 feet, on said North/South center line, to a point being common to the Center Corner of said Section 3, the south west corner of Reserve G on said Greenwich Business Center Addition and the north west corner of The Fairmont a recorded subdivision in the Sedgwick County Register of Deeds office;

Thence South 00° 35' 48" East 2651.74 feet, on said North/South center line to a point being the South Quarter Corner of said Section 3, the North Quarter Corner of said Section 10 and on the centerline of 21st Street North;

Thence South 01° 00' 22" East 1862.90 feet, on the North/South center line of said Section 10 to a point 417.59 feet east of the south east corner of Reserve C on Cross Pointe 2ND a recorded subdivision in the Sedgwick County Register of Deeds office;

Thence South 89° 16' 20" West 1061.05 feet on the south line of said Cross Pointe 2ND to the south west corner of Reserve C on said subdivision;

Thence North 00° 43' 40" West 848.92 feet on the westerly line of said Reserve C and continuing on that line being a west line of Lot 7 on said Cross Pointe 2ND;

Thence South 89° 17' 02" West 1589.13 feet, to a point being on the West line of said Section 10, the centerline of Greenwich Road and 60.0 feet west of the south west corner of Lo1 Block 1 on said Cross Pointe 2ND;

Thence North 00° 46' 07" West 1014.01 feet, on said West line and the centerline of Greenwich Road, to the point of beginning.

Excepting all of Lot 4 and the west 145.00 feet of Lot 5 both in Block 1 of said Greenwich Business Center Addition;

Subject to survey and all easements and restriction of record.



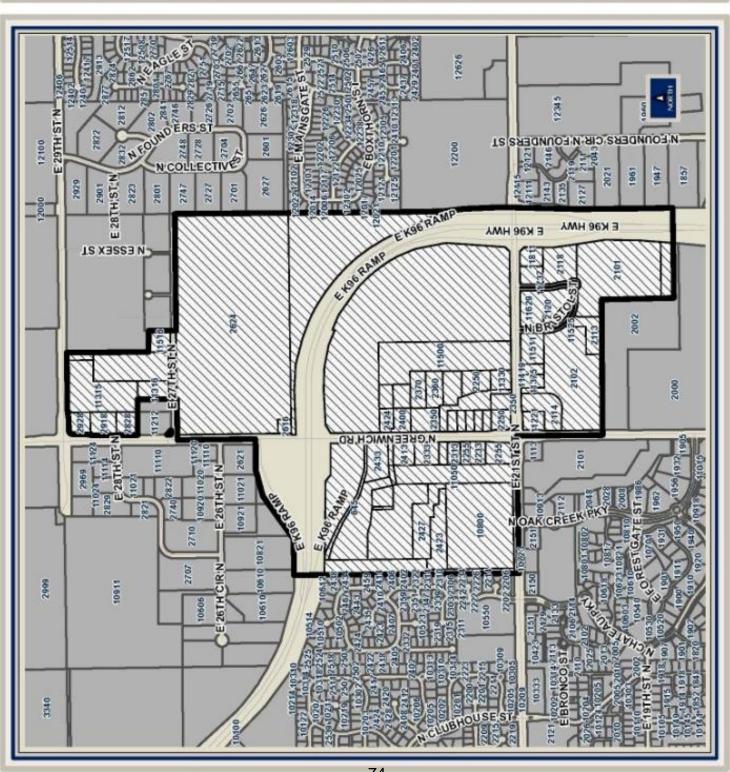


EXHIBIT "C"

STAR BOND PROJECT DISTRICT PLAN FOR THE DEVELOPMENT OF THE K-96 GREENWICH STAR BOND DISTRICT

January 10, 2012

SECTION 1: PURPOSE

A STAR bond project district plan is required for inclusion in the establishment of a STAR bond district under K.S.A. 12-17,165. The district plan is a preliminary plan that identifies proposed STAR bond project areas within the district, and describes in a general manner the buildings, facilities and improvements to be constructed or improved.

SECTION 2: DESCRIPTION OF SALES TAX AND REVENUE BOND INCOME

STAR bond financing allows the Kansas Department of Revenue to measure and capture the incremental increase in state and local sales tax revenue collected within an approved STAR bond district and remit a portion of said revenue to the city or county in which the STAR bond district is located, to pay the principal and interest on STAR bonds issued to finance certain eligible costs associated with an approved STAR bond project. Projects financed through STAR bond financing include major commercial entertainment and tourism developments that create a significant "increment" in state and local sales tax income. The increment is determined by subtracting the total amount of sales tax revenue collected within the boundaries of a STAR bond project district during the 12 months preceding the establishment of the STAR bond project district from the total sales tax revenue collected in the district in each 12 month period following the approval of the STAR bond project during the term of the STAR bond project. The portion of the sales tax increment paid to the City is net of a small administrative fee assessed by the Department of Revenue.

In Wichita, the one-cent local option sales tax is assessed by Sedgwick County and a major portion of the revenue is distributed by the County to the City of Wichita, based on population and other fiscal considerations. By City ordinance, 50% the local sales tax revenue received by the City is dedicated to paying for streets, roads and bridges and is pledged to the repayment of City bonds issued for that purpose. The other 50% is dedicated to property tax abatement, and only that portion of the local sales tax increment collected in the STAR bond project district can be used to pay the principal and interest on STAR bonds.

SECTION 3: BUILDINGS AND FACILITIES

The proposed STAR bond project district, whose boundaries are set forth in Exhibits "A" and "B" attached hereto, is an area that meets the criteria for designation as a "major commercial entertainment and tourism area, including a major multi-sport athletic complex" as defined by state law governing the establishment and financing of STAR bond project districts. Property located within a major commercial entertainment and tourism area is legally eligible for establishment of a STAR bond project district.

The buildings and facilities to be constructed or improved in the STAR Bond project district may be described in a general manner as a mixed-use development consisting of some or all of the following uses: major multi-sport athletic complex; destination attractions; retail uses; restaurant uses; other general commercial development; hotel uses; a public highway interchange; and associated public and private infrastructure.

SECTION 4: PROJECT AREAS AND ELIGIBLE PROJECT COSTS

It is anticipated that multiple STAR Bond Project Areas will be determined for the district under the STAR Bond project plan, which must be adopted by the City Council by a 2/3 majority vote before the expenditure of any funds to be financed with STAR bonds.

STAR bond financing may be used to pay for the purchase of real estate and site preparation including the demolition of structures and utility relocations, as well as on public infrastructure improvements, such as streetscape, public parking, utility extensions, landscaping, and public plazas.

SECTION 5: CONCLUSION

After the establishment of the STAR bond project district, any projects to be funded with STAR bond financing will be presented to the City Council for approval through the adoption of a STAR Bond Project Plan. The Project Plan will identify the specific project area located within the established STAR bond project district and will include detailed descriptions of the projects as well as a financial feasibility study showing that the economic benefits out-weigh the costs. The Project Plan must be reviewed by the Metropolitan Planning Commission and submitted to a public hearing following further notification of property owners and occupants, before it can be adopted by a two-thirds majority vote of the City Council. Following approval by the City Council, the Project Plan must be approved by the Kansas Secretary of Commerce. Only then can STAR bond proceeds be spent on the approved projects.

STAR bond financing does not impose any additional taxes on sales or on property located within the STAR bond project district.

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Public Hearing for Issuance of Educational Facilities Revenue Bonds (Friends

University) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and adopt the resolution.

Background: The Kansas Independent College Association (KICA) was formed in 1988 to allow independent colleges throughout Kansas to take advantage of special low-cost tax-exempt bond financings that were authorized under federal legislation. The Kansas Independent College Finance Authority (KICFA) is a separate legal entity under KICA and is authorized to issue bonds or notes for the purpose of making loans to independent colleges and universities to finance, refinance and reimburse the costs of educational facilities, working capital funds and related costs. KICFA is proposing to issue its tax-exempt Educational Facilities Revenue Bonds in the aggregate principal amount not-to-exceed \$17,000,000, on behalf of Friends University. To satisfy the federal requirements on tax exempt bonds, it is necessary to hold a Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing prior to approving the issuance of the bonds. KICFA and Friends University are requesting the City Council hold the public hearing and approve the issuance of Bonds.

<u>Analysis</u>: Friends University is a four-year liberal arts university founded in 1898; it is a Kansas not-for-profit corporation, located at 2100 W. University Street in west Wichita. The University offers more than 40 baccalaureate and 12 master's degree programs. The University operates its programs at its Wichita campus and other locations within the State of Kansas and at facilities in Independence, Missouri. Multiple programs are offered for adult students who have some college credit and want to complete their degrees while maintaining full-time employment. The University also offers a program for working adults who want to complete the first two years of college. Friends University is accredited by the Higher Learning Commission, a commission of the North Central Association of Colleges and Schools.

The Bonds are proposed to be issued by the Issuer for the purpose of (i) refunding the Issuer's Educational Facilities Revenue Bonds, Series 2002 (Friends University) originally issued to finance the acquisition, construction, installation and equipping of a student residential facility; (ii) refunding the Issuer's Educational Facilities Revenue and Refunding Bonds, Series 2006 (Friends University) originally issued to (a) finance a portion of the costs of the acquisition, construction, renovation and improvement of certain residential, educational and athletic facilities and installing and implementing certain Enterprise Resource Planning Software and (b) refund certain City of Olathe, Kansas Educational Facilities Revenue Bonds (Kansas Independent College Association Pooled Educational Loan Program) Series B, 1998 – Fixed Rate Bonds, Friends University Project originally issued to finance Family Studies and Therapy facilities, sports facilities upgrades and renovations to William Penn Hall; (iii) refunding the Issuer's Educational Facilities Revenue Bonds, Series 2009 (Friends University) originally issued to finance the acquisition, construction, installation and equipping of a student housing facility; (iv) funding a bond reserve account; and (v) paying a portion of the costs of issuance to be incurred in connection with the Bonds.

Public Hearing for Issuance Educational Facilities Revenue Bonds – Friends University February 14, 2012
Page 2

Under federal law, the governing body of the political jurisdiction in which the project is to be located must approve the issuance of the bonds following a public hearing. A notice of the hearing must be published at least 14 days in advance of the hearing.

Friends University has selected Triplett, Woolf & Garretson to serve as bond counsel to KICFA in the transaction and Central States Capital Markets LLC of Wichita to underwrite the KICFA Bonds.

<u>Financial Considerations</u>: There is no financial impact to the City by approving the issuance of the KICFA bonds.

Goal Impact: Quality of Life. Facilitating access to low-cost financing for private colleges provides a diversity of high-quality educational choices for the residents of the region.

<u>Legal Considerations</u>: The notice of the hearing was published in the Wichita Eagle on January 30, 2012. The notice of public hearing and attached approving resolution were prepared by Triplett, Wolf and Garretson, LLC, bond counsel to Friends University for this transaction. It has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the Resolution approving the issuance of KICFA bonds for Friends University and authorize necessary signatures.

Attachments: Resolution

RESOLUTION NO. 12-035

OF THE

CITY OF WICHITA, KANSAS

APPROVING THE ISSUANCE BY THE
KANSAS INDEPENDENT COLLEGE FINANCE AUTHORITY
OF NOT TO EXCEED \$17,000,000
EDUCATIONAL FACILITIES REFUNDING
AND IMPROVEMENT REVENUE BONDS, SERIES 2012
(FRIENDS UNIVERSITY)

RESOLUTION NO. 12-035

A RESOLUTION APPROVING THE ISSUANCE BY THE KANSAS INDEPENDENT COLLEGE FINANCE AUTHORITY OF NOT TO EXCEED \$17,000,000 EDUCATIONAL FACILITIES REFUNDING AND IMPROVEMENT REVENUE BONDS (FRIENDS UNIVERSITY) FOR THE PURPOSES OF REFUNDING CERTAIN BONDS.

WHEREAS, the Kansas Independent College Finance Authority (the "Authority") is created and organized as a separate legal entity by its member cities pursuant to Article 12, Section 5 of the Kansas Constitution and the Kansas Interlocal Cooperation Act, K.S.A. 12-2901 *et seq.*, as amended (the "Act"), and is authorized to issue bonds or notes for the purpose of making loans to independent colleges and universities within its member cities to finance, refinance and reimburse the costs of educational facilities and working capital funds and related costs of such financings, said bonds or notes to be secured by a pledge of payments made to the Authority by the participating educational institutions; and

WHEREAS, the Authority has established a capital projects and working capital loan program (the "Program") under which the Authority will issue its Educational Facilities Refunding and Improvement Revenue Bonds, Series 2012 (Friends University), in the aggregate principal amount not to exceed \$17,000,000 (the "Bonds"), for the purpose of providing funds to make a capital project loan (the "Loan") to Friends University, a Kansas not-for-profit corporation (the "Institution"), the proceeds of which will be used to (i) refund and redeem prior to maturity the Authority's outstanding Educational Facilities Revenue Bonds, Series 2002 (Friends University); (ii) refund and redeem prior to maturity the Authority's outstanding Educational Facilities Revenue and Refunding Bonds, Series 2006 (Friends University); (iii) refund and redeem prior to maturity the Authority's outstanding Educational Facilities Revenue Bonds, Series 2009 (Friends University); (iv) fund a bond reserve account; and (v) pay a portion of the costs of issuance to be incurred in connection with the Bonds; and

WHEREAS, the governing body of the City of Wichita (the "City") has conducted a public hearing following at least 14 days published notice, and finds and determines that it is necessary and desirable to approve the issuance of the Bonds by the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. <u>Approval of Issuance of Bonds</u>. The City hereby approves the issuance of the Bonds by the Authority.

Section 2. <u>Execution of Agreements</u>. The Mayor or Vice Mayor are hereby further authorized and directed to execute and deliver such documents, certificates and instruments for and on behalf of and as the act and deed of the City in substantially the form presented today with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which

TWG REF: 369980 Approving Resolution approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and give effect to the purposes and intent of this Resolution. The City Clerk or any Deputy City Clerk of the City are hereby authorized and directed to attest the execution of such documents, certificates and instruments as may be necessary or desirable to carry out and give effect to the intent of this Resolution.

Section 3. <u>Further Authority</u>. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution, all as necessary to carry out and give effect to the transactions contemplated hereby and thereby.

Section 4. <u>Effective Date</u>. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

[Remainder of Page Intentionally Left Blank]

TWG REF: 369980 Approving Resolution PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas this 14th day of February, 2012.

CITY OF WICHITA, KANSAS

[seal]	Dv	
	By Carl Brewer, Mayor	—
ATTEST:		
By Karen Sublett, City Clerk	<u></u>	
Karen Subject, City Clerk		
APPROVED AS TO FORM:		
Ву		
Gary E. Rebenstorf, City Attorney		

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request (Epic Sports) (District III)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the Ordinance on first reading.

Background: Epic Sports is an internet and catalog business that warehouses, sells and distributes a complete line of sports equipment for baseball, softball, basketball, cheer, football, lacrosse, playground gear, soccer, swimming and volleyball from its facilities located in Wichita. Equipment includes uniforms, balls, shoes, bags, trophies, bleachers, safety equipment, gifts, field gear, nets, gym lockers, warm-ups, training gear and coaching apparel and equipment.

After submitting a letter of intent to the City, Epic Sports is now requesting approval of an Economic Development Tax Exemption ("EDX") for the acquisition, remodel and equipping of a new facility in conjunction with an expansion project.

<u>Analysis</u>: Epic Sports was founded in 1998 as a sports equipment fulfillment center and currently has its headquarters in Wichita. Over 99% of its sales are outside the State of Kansas. Currently, it occupies 110,000 square feet of office and warehouse space in three locations. The current warehouse space is at capacity and the company needs additional space to accommodate its growth. The expansion plan includes distribution of additional brands and products, stocking additional merchandise, adding additional services and markets and increasing manufacturing. Epic Sports intends to add a trophy design, sales and assembly division and add to its IT software research and development and marketing division.

Epic Sports intends to acquire the former Coca-Cola bottling facility located at 3001 E. Harry. This will consolidate all of its facilities into one location and add an additional 50,000 square feet. The cost of acquisition and renovation of the building and new equipment purchases over the next five years is approximately \$2,425,000. The expansion project will retain 41 jobs and add 26 more over the next five years at an average annual salary of \$44,477. Epic Sports has considered consolidating its functions to facilities in Hutchinson and Oklahoma City.

Based upon capital investment and job creation/retention, Epic Sports qualifies for a 100%, five-plus-five year tax exemption. However, the property located at 3001 E. Harry has been vacant for two years which is one year short of the policy requirement for exemption of existing buildings. Therefore, the exemption percentage has been reduced to 90% to account for that time frame (i.e. a ten year exemption minus one year, equals nine years, or 90%).

<u>Financial Considerations</u>: Based on the 2011 mill levy, the estimated taxable value of exempted property for the first full year is approximately \$37,966. The value of the 90% real property tax exemption as applicable to taxing jurisdictions is:

Epic Sports EDX First Reading February 14, 2012 Page 2

City	\$10,211	State	\$ 474
County	\$ 9,287	USD 259	\$17,994

Wichita State University's Center for Economic Development and Business Research performed a costbenefit analysis indicating benefit-to-cost ratios, which are as follows:

City of Wichita General Fund	1.57 to one
Sedgwick County	1.44 to one
USD 259	1.11 to one
State of Kansas	35.28 to one

<u>Goal Impact</u>: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

<u>Legal Considerations</u>: The Law Department has approved the attached Ordinance and Economic Development Incentive Agreement as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing, and approve first reading of the ordinance granting Epic Sports, Inc. a 90% tax exemption on the identified real property improvements for a five year term, plus a 90% tax exemption for a second five-year term, subject to City Council review.

Attachments: Ordinance, Economic Development Incentive Agreement

PUBLISHED IN THE WICHITA EAGLE ON

NOTICE OF PUBLIC HEARING FOR GRANTING AN AD VALOREM TAX EXEMPTION FOR ECONOMIC DEVELOPMENT PURPOSES BY THE CITY OF WICHITA

Public notice is hereby given that the governing body of the City of Wichita, Kansas will conduct a public hearing in connection with the granting by the City of Wichita, Kansas of a tax exemption for Economic Development purposes to Epic Sports, Inc. Such hearing will be held on February 14, 2012, at 9:00 a.m., or as soon thereafter as possible, in the Council Chambers at City Hall, 455 North Main, Wichita, Kansas 67202.

Said tax exemption is proposed to be granted by the City for the acquisition, renovation and equipping of a building located at 3001 E. Harry, Wichita, Kansas under the authority of Article 11, Section 13, of the Kansas Constitution. Epic Sports, Inc. is currently located at 400 S. Emporia in downtown Wichita. The governing body of the City will not adopt an Ordinance authorizing the exemption of ad valorem taxes until said public hearing has been concluded.

A copy of this notice, together with a copy of the proposed Ordinance for the governing body of the City to grant such ad valorem tax exemption is on file in the office of the City Clerk and is available for public inspection during normal business hours. In the event that said tax exemption is not ultimately put into effect for any reason, the City of Wichita, Kansas, shall not be deemed to have assumed or incurred any liability or obligation to Epic Sports, Inc., or any other party by virtue of the above mentioned Ordinance or by virtue of any proceedings or actions taken in connection therewith.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place specified. If, for any reason, the matter is continued from the time and place specified in this notice, said matter shall be heard at the time and date established by the City Council at the time set for the hearing as specified in this notice.

FIRST PUBLISHED IN THE WICHITA EAGLE ON MARCH 2, 2012

ORDINANCE NO. 49-209

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF SPARTECH INC., SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, Epic Sports, Inc., requests an ad valorem tax exemption on a proposed expansion project of 90% for a five-plus-five year term on the acquisition and renovation of an existing building and certain pieces of equipment; and

WHEREAS, Epic Sports, Inc. has operated within the City for more than thirteen years as a warehousing and distribution company; and

WHEREAS, Epic Sports, Inc., proposes a \$2,425,000 expansion by the acquisition, renovation and equipping of an building located at 3001 E. Harry in south Wichita; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by Epic Sports, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on February 14, 2012; and

WHEREAS, the City Council of the City of Wichita has found and determined:

- 1. Epic Sports, Inc. is an existing business located in Wichita, Kansas, and intends to expand its business by acquisition, renovation and equipping of an existing building.
- 2. The acquisition, renovation and equipping for which exemption is given occurred after February 1, 2012. No exemption will be given for acquisition, renovation and equipping which occurred before that date.

- 3. Such acquisition, renovation and equipping is to be used exclusively for warehousing and distribution of articles of commerce.
- 4. By such expansion, Epic Sports, Inc. will retain 41 employees and create new employment for 26 employees within five years after the start of the project.
- 5. Tax exemption will be given only for the acquisition, renovation and equipping of an existing building and integrally-related machinery and equipment.
- 6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.
- 7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS,

- 1. The City Council of the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by Epic Sports, Inc. is required to retain jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for warehousing and distribution of articles of commerce.
- 2. Epic Sports, Inc. is hereby granted an ad valorem tax exemption of 90% for a five-year term on the acquisition, renovation and equipping of an existing building and 90% for a second five years, subject to approval by the then current governing body, located within the Wichita City limits at 3001 E. Harry in south Wichita, at an estimated cost of \$2,425,000. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and Epic Sports, Inc. may be required to repay amounts previously abated), in the event of any failure by Epic Sports, Inc., to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.
- 3. The Economic Development Incentive Agreement between the City of Wichita and Epic Sports, Inc. is hereby approved.
- 4. The Office of Urban Development shall be responsible for monitoring the performance of Epic Sports, Inc. and shall provide annual reports on such performance.
- 5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in Epic Sports Inc.'s written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated January 11, 2012 and as stated in Epic Sports Inc.'s annually approved EEO/AA Plan.
- 6. Such exemption may hereafter be withdrawn by the City Council upon a finding that Epic Sports, Inc. no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which Epic Sports, Inc. has executed with the City.

- 7. The City Council may, at its discretion, require Epic Sports, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which Epic Sports, Inc. has executed with the City.
- 8. Upon finding that Epic Sports, Inc. has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on Epic Sports, Inc.'s expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.
- 9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this 28th day of February, 2012.

	Carl Brewer, Mayor
ATTEST:	
Karen Sublett, City Clerk	
Approved as to Form:	
Gary E. Rebenstorf, City Attorney	

Economic Development Incentive Agreement

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the "Agreement") is made and entered into on this _____ day of February, 2012, by and between the City of Wichita, Kansas, hereinafter referred to as the "City," and Epic Sports, Inc. hereinafter referred to as the "Company."

WHEREAS, the Company currently operates a warehousing and distribution facility in Wichita, Kansas, and, as will complete an acquisition, renovation and equipping of an existing building facility; and

WHEREAS, both the City and the Company desire for the Company to continue operating its business in Wichita, Kansas; and

WHEREAS, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

WHEREAS, the Company warrants that it is capable of, and desires to, increase the number of employment positions at its Wichita, Kansas facility; and

WHEREAS, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

- 1. **THE COMPANY.** The Company agrees (to the extent not already hitherto performed) that it shall do the following:
 - A. Between February 14, 2012 and June 1, 2012, the Company will have acquired and begun renovation and equipping of an existing facility, located at 3001 E. Harry, Wichita, Kansas, at a cost of \$2,425,000, to be used exclusively for the purposes of warehousing and distributing articles of commerce;
 - B. Maintain, throughout the period from the date of this Agreement to March 1, 2017, employment of not less than forty one (41) employees at the new facility;

- C. On or prior to March 1, 2017, the Company will add an additional twenty-six (26) new jobs at the new facility, and thereafter, maintain employment of not less than sixty-seven (67) employees at the new facility, through at least February 28, 2022;
- D. During the entire term of this Agreement, the Company will continuously maintain the average wage paid to its employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Company's NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 326;
- E. During the entire term of this Agreement, the Company will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and will annually file its Equal Employment Opportunity/Affirmative Action Plan with the City;
- F. During the entire term of this Agreement, the Company will timely pay all *ad valorem* property taxes levied on its real or personal property within Sedgwick County, Kansas;
- G. During the entire term of this Agreement, the Company will ensure that it does not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;
- H. During the entire term of this Agreement, the Company will comply with all applicable governmental laws, rules and regulations; and,
- I. During the entire term of this Agreement, the Company will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Company and any inspection of the Company's premises or interviews with the Company's staff.

- 2. **EFFECT OF COMPANY'S BREACH; REMEDIES**. The Company acknowledges that in the event of its noncompliance with any of its obligations or agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Company shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.
- **3. THE CITY.** So long as the Company meets and performs its obligations under this Agreement, it is the City's intention that the acquisition, renovation and equipping of a 101,026 square foot building by the Company pursuant to Section 1.A., above, shall be entitled to an 90% exemption from ad valorem taxation for a period of five (5) calendar years, commencing January 1, 2013, and provided proper application is made therefor. It is the City's further intention that the building expansion shall be entitled to a 90% exemption from ad valorem taxation for an additional period of five years from January 1, 2018 to December 31, 2022, subject to the approval, in 2017, of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Company continues to meet and perform all of its obligations under this Agreement, the City will reasonably cooperate with the Company's efforts to perfect the intended exemption before the Kansas Court of Tax Appeals, and to make all necessary annual filings required to maintain such ad valorem tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 et seq.
- 4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2022.
- 5. **INCORPORATION OF APPENDIX**. Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.
- 6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In

the event of a conflict between the terms of this Agreement and the terms contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7.	NOTIFICATION. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.					
	City:	Office of Economic Development Attn: Economic Development Administrator 455 North Main, 13 th Floor Wichita, Kansas 67202				
	and	Department of Law Attn: City Attorney 455 North Main, 13 th Floor Wichita, Kansas 67202				
	Company:	Epic Sports, Inc. Attn:				
8.		TY. Each person executing this Agreement represents and duly authorized to do so on behalf of the entity that is a party				
IN W year first abo		EREOF , the parties hereto have executed this Agreement the	day and			
		CITY OF WICHITA, KANSAS				
ATTEST:		Carl Brewer, Mayor				
Karen Sublet	t, City Clerk	EPIC SPORTS, INC.				
APPROVED	AS TO FORM	И:				
Gary Rebens	torf	Name: Title:				

Director of Law

APPENDIX A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

- 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
- 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
- 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

- 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 - 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 - 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

- D. Exempted from these requirements are:
 - 1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 - 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Facilitating New Home Ownership in the City of Wichita

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Adopt the home rule ordinance and place on first reading.

Background: Since October 2011, City staff have been working closely with the Wichita Area Builders Association (WABA) to develop ways to stimulate new home construction and ownership in the City of Wichita. Home ownership builds stronger communities, creates jobs and provides a more stable tax base. Annually, during periods of economic expansion, total new construction (residential and commercial) has added approximately 3% annually to the City's assessed valuation tax base. Since 2010, this figure has been closer to only 1%.

WABA reports that the Wichita MSA supported over 16 thousand construction jobs during the last decade. Many of those jobs have vanished, and the unemployment rate among construction workers has been estimated as high as 29%.

Many other communities in the MSA have programs to stimulate new home construction and home ownership. These programs include varying components, such as cash payments to buyers, rebates of municipal property taxes, credits towards municipally provided utilities, discounts on recreational programs, and waivers of utility connection fees. Many of these programs are in addition to and coordinated with discounts and incentive programs offered by developers and builders.

<u>Analysis</u>: To promote additional new home construction and new home ownership, the City of Wichita, after extensive coordination and discussion with WABA, is proposing a New HOME (New Home Ownership Made Easy) Program. The program will provide a 5 year rebate of City property taxes for eligible property. To be eligible, property must be in a participating development, with all taxes through 2010 (general and special assessment) current in the development. In addition, to be eligible, the special assessment and general taxes must be paid current at the date of sale and closing of a property.

The program is designed to encourage the building of 1,000 new homes within the City limits over a period from March 1, 2012 through December 31, 2013. The program will be limited to the first 1,000 eligible new home owners. City staff from multiple departments has evaluated each of the proposed incentives individually and with the Center for Economic Development and Business Research at Wichita State University. In addition, best practices research was conducted utilizing similarly sized communities to determine what, if any, actions are being taken to stimulate housing construction in those communities.

The program also includes an administrative regulation change to increase available development lots. Currently Administrative Regulation 6.2 (AR 6.2) requires developers to be current on special assessments in existing developments before they would be considered for additional new development. This limits exposure for the City of Wichita. However, it also could preclude the use of special assessment financing to complete a development and allow new homes to be marketed and sold. For that reason, the program includes a one year moratorium on this section of AR 6.2.

Financial Considerations: The program will not have a direct cost to the City; however, it will result in an opportunity cost in the form of lost property tax revenue for the next five years. The City will rebate 100% of City property taxes for the first five years for eligible home buyers. On a home valued at \$200,000 (assuming appreciation of 2% annually) and a stable mill levy, the cost of this program would be an estimated \$3,873 in lost property tax revenue per home over five years.

Year	Home Value	City levy	Refund portion	Refund Amount	Cumulative
1	200,000	.0324	100%	\$744.26	\$744.26
2	204,000	.0324	100%	759.14	1,503.40
3	208,080	.0324	100%	774.32	2,277.72
4	212,240	.0324	100%	789.81	3,067.53
5	216,490	.0324	100%	805.62	3,873.15

The maximum City exposure in terms of lost revenue is estimated at \$3.8 million over five years. This lost property tax revenue is expected to be offset by increased property and sales taxes based on the additional employment and spending by the residential construction industry. In addition, assuming 1,000 new homes are constructed at an average value of \$200,000 each, at the end of the waiver period, an estimated \$23 million in additional assessed valuation would return to the City tax rolls, generating an estimated \$745,200 in new property taxes annually. City operating expenditures to service developments in which eligible new homes are built are expected to be minimal, since these areas are currently platted and annexed by the City.

The program will also result in accelerated collection of delinquent taxes. Developments are eligible only if taxes are current in the development through 2010. In addition, taxes on new homes sold are required to be current at the time of sale. This impact is difficult to estimate; however, current delinquent specials on vacant lots within the City of Wichita are an estimated \$3.3 million.

The Center for Economic Development and Business Research at Wichita State University analyzed the fiscal impact of the proposed New HOME incentive program on the City's General Fund. The analysis compares the present value cost of incentives to the present value benefits of direct and indirect jobs created and construction expenditures. In this case, a 1.48 to one ratio of benefits-to-costs is reported.

Goal Impact: The City Council's goals for Economic Vitality and Affordable Living and Quality of Life are advanced through the stimulation of new home construction and ownership in the City of Wichita.

Legal Considerations: The Law Department has prepared the ordinance and approved it as to form.

Recommendations/Actions: It is recommended that the City Council adopt the home rule ordinance and place on first reading.

Attachments:

Program summary material Summary of incentive programs offered by other communities in the MSA Home Rule Ordinance

(Published in The Wichita Eagle on March 2, 2012

ORDINANCE NO. 49-214

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS (THE "CITY"), AUTHORIZING A PROGRAM FOR REBATES TO HOMEOWNERS OF THE CITY PORTION OF AD VALOREM PROPERTY TAXES PAID ON QUALIFYING NEW HOMES IN QUALIFYING DEVELOPMENTS FOR A PERIOD OF UP TO FIVE YEARS, SUBJECT TO CERTAIN LIMITATIONS, CONDITIONS AND RESTRICTIONS; AUTHORIZING STAFF TO PREPARE APPROPRIATE APPLICATION FORMS AND AGREEMENTS TO BE EXECUTED BETWEEN THE CITY AND HOMEOWNERS PARTICIPATING IN THE PROGRAM; AND, AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENTS ON BEHALF OF THE CITY.

WHEREAS, Article 12, Section 5 of the Kansas Constitution empowers cities to determine their local affairs and government; and

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), in furtherance of its objectives to build stronger communities, create jobs and provide a more stable tax base, desires to stimulate new home construction and home ownership within the City's corporate limits; and

WHEREAS, as a means of stimulating new home construction and home ownership, the Governing Body of the City finds it necessary and desirable to establish a rebate program to be known as the New HOME (New Home Ownership Made Easy) Program, which will provide a rebate of the City portion of real property taxes on eligible properties for a period of up to five years, subject to certain limitations, conditions and restrictions.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS:

Section 1. Authorization of the New HOME Program. Pursuant to the authority of Article 12, Section 5 of the Kansas Constitution, the Governing Body of the City hereby authorizes and establishes the New HOME Program, which will provide for a rebate of the City portion of real property taxes on eligible properties for a period of up to five years, subject to certain limitations, conditions and restrictions as hereinafter described.

Section 2. Eligibility to Apply for Program. Home owners may apply for New HOME Program rebates on single-family, owner-occupied homes together with the underlying land and appurtenances, purchased (purchase closed) on or after February 1, 2012, if the property, and as to subsection 2. e), the applicant(s), satisfy the following eligibility criteria:

- a) The property is a newly-purchased or constructed home which has not previously been occupied;
- b) The property is located in a platted development, within the City's corporate limits, and all special assessment and general tax obligations on all buildable lots (meaning platted lots currently served by existing street, utility and drainage infrastructure sufficient to support residential structures that could be constructed thereon) within such development are paid current through 2010;
- c) All special assessment and general tax obligations on the property for which application is made must have been paid current as of the date the applicant home owner closed the purchase of the property, and must still be current as of the date of application;
 - d) The property must not be located within a tax increment finance district;
- e) As part of the application process, the applicant(s) must furnish a properly completed Form W-9 and must enter into a Program Agreement to be developed by City staff, which will include an agreement that all taxes and special assessments will be paid when due

during the period the property is covered by the New HOME Program, that the owners will comply with all conditions, limitations and restrictions of the program as set forth in the Program Agreement and this Ordinance, and that the owners will not appeal the valuation of the property or seek refunds of tax for periods for which rebates have been paid.

Section 3. Applications and Application Period. Application for participation in the New HOME Program shall be made on forms to be developed by City staff, and applications will be received from and after March 1, 2012, for a period from March 1, 2012 through December 31, 2013 or until such earlier time as one-thousand (1,000) properties have been approved for participation in the program.

Section 4. Rebates. Once an application is approved for an eligible property, and the owner(s) have entered into the Program Agreement with the City, the City, subject to the limitations and restrictions of the Kansas Cash Basis and Budget Laws and the further conditions, limitations and restrictions referenced in Section 5, below, will issue a rebate payment to the property owner(s) on or about July 1 of each year, continuing for a period of five (5) years (the "Rebate Period"), which payment shall be in the amount of the City share (as determined by the Sedgwick County Treasurer) of general ad valorem property taxes which the applicant owner(s) or a predecessor in title actually paid or caused to be paid on the property the preceding December and May.

Section 5. Early Termination of the Rebate Period. The Rebate Period shall be terminated early, and a property removed from further participation in the New HOME Program, with no payments to be made by the City thereafter, in the event that the owners of the property:

a) sell or cease to occupy the property as a residence; b) fail to make (or cause to be made) timely payment of all special assessment obligations and general taxes relating to the property, as

and when the same are due; c) appeal the valuation of the property or seek refund of any tax for which rebate payments have been made; or, d) fail to comply with any other obligation or condition of the Program Agreement. Provided, however, that property will not be removed from participation due to events described in subsections 5. b) or 5. d) unless the property owner fails to cure a delinquent payment or other event noncompliance with the Program Agreement for a period of thirty days following written notice mailed by the City.

Section 6. Authorization of Program Agreement. City staff are authorized and directed to develop a form of Program Agreement consistent with the requirements, conditions, limitations and restrictions of this Ordinance, and the City Manager is hereby authorized to execute and deliver such Program Agreements with home owners whose applications have been approved, on behalf of the City.

Section 7. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to take such further actions as may be from time to time necessary for administration of the New HOME Program and to carry out and give effect to the transactions contemplated by this Ordinance.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the City of Wichita, Kansas, and publication once in the official newspaper of the Issuer.

PASSED	by the	Governing	Body	of the	e City	of	Wichita,	Kansas	this	28th	day	of
February, 2012.												

February, 2012.	
	CITY OF WICHITA, KANSAS
	By Carl Brewer, Mayor
ATTEST:	
Karen Sublett, City Clerk	
(SEAL)	
Approved as to Form:	
Gary E. Rebenstorf, City Attorney and	
Director of Law	



New Home Ownership Made Easy (New HOME Program)

Staff are proposing a program in which the City of Wichita will join efforts with other communities in the area to attract buyers for newly built homes. Home ownership builds stronger communities, creates jobs and provides a more stable tax base. The New HOME program is simple and designed to help individual new home buyers. For eligible properties the home buyer will receive a rebate of City of Wichita property taxes for five years.

New HOME Program

City Property Tax Rebate

- For eligible property, a 5 year rebate of City property taxes will be provided. On a \$200,000 home, this rebate is valued at an estimated \$3,873.

Eligible Property

- Property must be in a participating development: all buildable lots must be current through 2010 on all special assessments and all general taxes.
- Special assessments and general taxes must be paid current at the date of sale and closing of a property.

To participate in the New HOME program, special assessments and general tax obligations on all buildable lots in a new home development must be current through 2010. In addition, the special assessment and general tax obligations owed on any lot sold under this program must be paid current on the sale and closing of a lot.

CITY OF WICHITA FEBRUARY 14, 2012



For eligible home buyers, the City will rebate 100% of City property taxes for the first five years. On a home valued at \$200,000 appreciating at 2% annually, this would total an estimated \$3,873 over five years.

Potential New HOME Program Refunds

<u>Year</u>	<u>Home value</u>	City levy	Refund portion	Refund amount	<u>Cumulative</u>
1	200,000	0.0324	100%	744.26	744.26
2	204,000	0.0324	100%	759.14	1,503.40
3	208,080	0.0324	100%	774.32	2,277.72
4	212,240	0.0324	100%	789.81	3,067.53
5	216,490	0.0324	100%	805.62	3,873.15

Notes: Assumes a continuation of the City's current mill levy and 2% annual increases in the value of the home. Both variables are subject to change.

The program also includes a rule change to increase available development lots. Currently City rule AR 6.2 requires developers to be current on special assessments in existing developments before they would be considered for further new development. This limits exposure for the City of Wichita. However, it also could preclude the use of special assessment financing to complete a development (financing streets for example, if water and sewer has already been extended) and allow new homes to be marketed and sold. For that reason, the program includes a one year moratorium on this section of AR 6.2.

CITY OF WICHITA FEBRUARY 14, 2012

Incentive Programs in Other Communities

Several cities in the Wichita area offer a wide-variety of new homebuyer incentives. These range from breaks on utility fees, waivers for property taxes, and memberships to local civic centers. In some cases, developers may also piggy back incentives with City programs. Programs that have been or are currently being offered in the area are listed below.

<u>City of Bel Aire</u> - Some incentives are unique since Bel Aire actually owns vacant lots. Aside from those incentives, new home buyers (not currently residing in Bel Aire) can receive either free water and sewer for up to six months or a limited grant of between \$1,500 and \$2,500, depending on the value of the home. New home buyers also receive a discount on Bel Aire property taxes worth 50% for the first two years, 38% in year 3, 25% in year 4, and 12% in year 5, and a one-year family membership to the local recreation center. Current Bel Aire residents that purchase a new home receive only the one-year recreation center membership and a waiver on utility disconnect and re-connection fees.

<u>City of Garden Plain</u> - The City of Garden Plain offers a \$3,000 to \$6,000 credit towards water and sewer bills, depending on the value of the home. Additionally, some developers and home builders have committed to matching this rebate for lots and homes. Therefore, a new home buyer may purchase a home within the city limits that is discounted by up to \$18,000 - \$6,000 off the lot (developer), \$6,000 off the house (builder), and \$6,000 off utilities (City).

<u>City of Maize</u> - The City of Maize offers graduated utility discounts through a 10-year grant program when a new home is purchased that is located within the city limits and has a minimum appraised value of \$125,000. The 10-year benefit is capped at \$25,807.51, (based upon a maximum appraised value of \$700,000). The program has a 100% waiver of Maize city taxes in years 1 to 3, 80% for years 4 to 6, 60% for years 7 and 8, and 40% for years 9 and 10.

<u>City of Park City</u> - In 2009, Park City began offering \$500 towards the purchase of a new home on a first come first serve basis. In 2010, a \$1,000 incentive was offered based on a limited amount of funds.

<u>City of Haysville</u> - Grants are available to applicants who are purchasing a new 'custom construction' home or an existing 'spec' home which has not been occupied or rented for more than 12 months. The home must be located inside Haysville city limits. This program provides a total grant in the form of a \$1,500 voucher that is redeemable in any combination of the following incentives: 1) credit applied to the homeowners water bill; 2) closing cost assistance; 3) down payment assistance; or 4) mortgage payment reimbursement.

CITY OF WICHITA FEBRUARY 2012



Incentive Programs in Other Communities

CITY OF WICHITA FEBRUARY 2012

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: 135th Street West, between 13th and 21st (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

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Recommendation: Approve the funding.

Background: On August 24, 2010, the City Council approved funding to design improvements to 135th Street West, between 13th and 21st Street North. District V Advisory Board sponsored a March 7, 2011 neighborhood meeting on the proposed project. The Board voted 8-0 to recommend approval of the project. On April 19, 2011, the City Council approved the design concept and funding for the right-of-way acquisition. Due to previous growth in the northwest part of the City a water main will need to be constructed for the length of the project.

Analysis: The existing roadway is a two lane asphalt mat with drainage ditches. The proposed design concept is a three-lane roadway with one through lane in each direction and a center two-way left turn lane. The intersection of 21st and 135th Street North will be signalized and improved to five lanes at all four approaches to the intersection, including left turn lanes. Off site drainage improvements, as well as a large concrete drainage box in the 135th Street North right-of-way will be incorporated to help drainage problems in the area. A six foot wide sidewalk will be constructed on the east side of 135th Street North, a ten foot wide multi-use path will be constructed on the west side of 135th Street North, and the available right-of-way will be landscaped. A 24 inch transmission water main will be constructed from 13th to 21st Street North on 135th Street North. Construction is planned to begin in the spring of 2012, after relocation of utilities are completed, with an estimated completion in late 2012. One lane of south bound traffic will be carried during construction on 135th Street North, with one lane maintained in each direction on 21st Street North.

Financial Considerations: Estimated cost of the paving project is \$5,625,000, which will be paid by General Obligation bonds. The City Council previously approved \$475,000 for the design and right-of-way acquisition for a total budget of \$6,100,000. The funding is included in the Proposed 2011-2020 Capital Improvement Program (CIP). The estimated cost for the waterline project is \$1,200,000, which will be funded from the Water Utility revenues and reserves, and/or a future revenue bond issue. The funding is included in the Adopted 2009-2018 CIP. The total estimated cost of the project is \$7,300,000.

<u>Goal Impact:</u> This project addresses the Efficient Infrastructure goal by providing traffic flow through an important transportation corridor and providing reliable water service to the Water Utility customers.

<u>Legal Considerations:</u> The Law Department has approved the resolution and ordinance as to form.

Recommendation/Action: It is recommended that the City Council approve the funding, adopt the resolution, place the amending ordinance on first reading, authorize the necessary signatures and authorize the signing of encroachment/utility agreements as required.

Attachments: Map, CIP sheet, Notice of Intent, resolution, and amending ordinance.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE	
To Initiate Project	
To Product Benjant	v

1. Propore in triplicate

- 2 . Send original $\ensuremath{\textit{W}}, 2$ confics to hadget
- 3. City Manager to sign all copies.
- 4. File original w/initiating resolution in City Clark

Date

5. Return 2nd copy to initiating department.

					6 Sand ind	compy to Commol	ka	
L. Initiating Department	2. Intriaring Division	3. Dare	4. Project Description	& Location				
Priblic Works & Littles	King & Arch	1/25/2012	113th Street West, beh	swen l'ith an	421 .e			
5. CIP Project Number	6. Accoming Number	7. CIP Project		S. Approved	Thy WCC Bare			
MS		7.0	12					
9. Entimated Start Date	10. Earlie ated Completion D	are	11. Project Regised					
As Required	As Required							
	12. Project Cost Entire	nie		12A.				
ITEM	GO 5A	KDOT	TOTAL			Yes	No	
Right of Way					Platting Required			
Paring, grading & cents.	\$8,100,000		\$6,100,000	2	Lar Spillr			
Bridge					Peririca			
Drainage					Onkred by WCC	x		
Sunitary Scott								
Stdevalle				Remarks:				
Warner								
Fraffic Signals & Turn Lanes								
Totals	\$6,100,000		\$6,100,000)	472 84925			
Total CIP Amount Budgete	ed							
Total Prelim. Estimate								
13. Recommendation: App	prove the funding and place	the amending odi	inance on 1st Readin	Ľ				
Division Head	Departu	ent Head		Budget O	fficer	cı	ity Mauager	

Date

ORDINANCE NO. 49-212

AN ORDINANCE AMENDING ORDINANCE NO. 48-996 OF THE CITY OF WICHITA, KANSAS DECLARING 135TH STREET WEST, BETWEEN 13TH STREET AND 21ST STREET (472-84925) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 1 of Ordinance **48-996** is hereby amended to read as follows:

"SECTION 1. Section 2 of Ordinance **48-808** is herby amended to read as follows:

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to 135th Street West, between 13th Street and 21st Street (472-84925) as a main trafficway in the following particulars:

The design, relocation of utilities, acquisition of right-of-way and construction of a roadway as necessary for a major traffic facility."

SECTION 2. SECTION 2 of Ordinance No. **48-996** is hereby amended to read as follows:

"SECTION 2. Section 3 of Ordinance **48-808** is hereby amended as follows:

SECTION 3. The cost of the above described improvements is estimated to be **Six Million One Hundred Thousand Dollars** (\$6,100,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689."

SECTION 3. The original SECTIONS 1 and 2 of Ordinance No. 48-996 are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of	of Wichita, Kansas, this 28th day of	February, 2012.
	Carl Brewer, Mayor	
ATTEST:		
Karen Sublett, City Clerk		
(SEAL)		
APPROVED AS TO FORM:		
Gary E. Rebenstorf Director of Law		

RESOLUTION NO. 12-041

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$1,200,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., as amended and supplemented by Charter Ordinance No. 211 of the City of Wichita, Kansas (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, WL 135th W, 13th St to 21st St (W-027) (the "Project"). The total costs of the Project are estimated to be one million two hundred thousand dollars (\$1,200,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one million two hundred thousand dollars (\$1,200,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special

election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on February 14, 2012.

(Seal) ATTEST:	CARL BREWER, Mayor
KAREN SUBLETT, City Clerk	
APPROVED AS TO FORM:	
By	

GARY E. REBENSTORF, Director of Law

OCA: _xxxxxx____

(Published in the Wichita Eagle, on February 17, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$1,200,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 12-041, duly adopted February 14, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, WL 135th W, 13th St to 21st St (W-027) (called the "Project"). The total costs of the Project are estimated to be one million two hundred thousand dollars (\$1,200,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$1,200,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

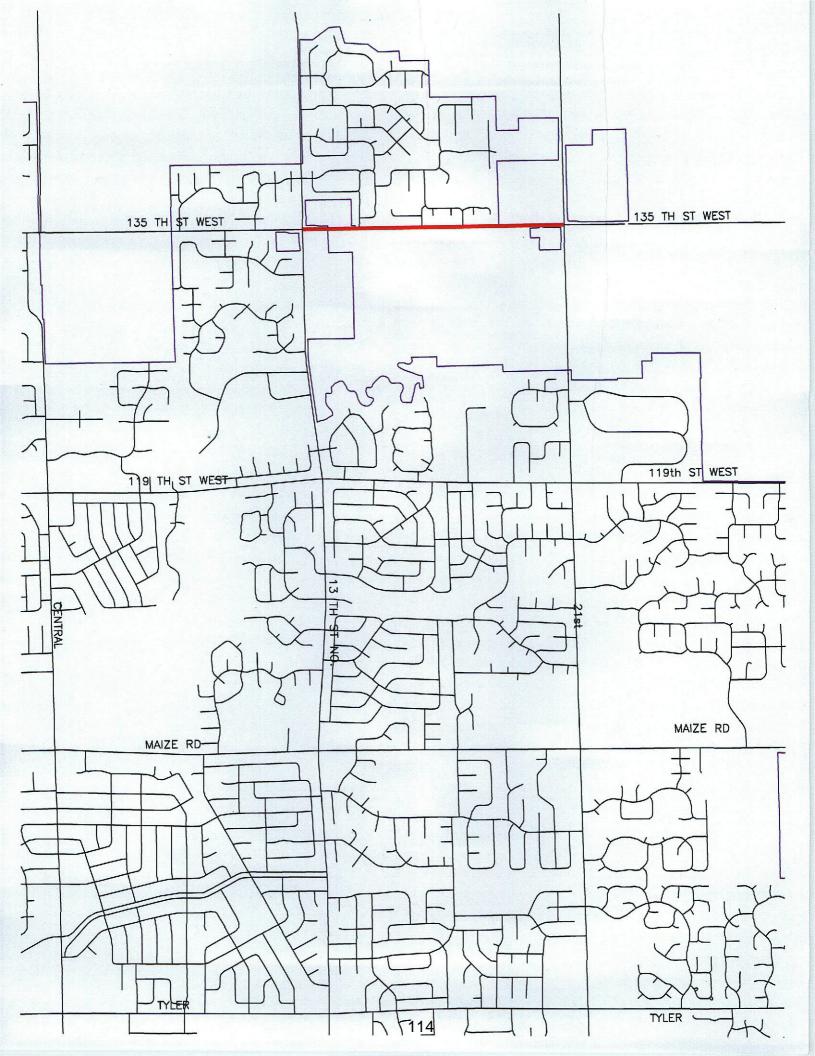
This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on February 14, 2012.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk



City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Water Main Replacement, Oaklawn South (County)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the project.

Background: The Oaklawn South area is served by two, four and six inch water mains that were installed in the early 1950's. When the water mains were installed the area was served by wells. In the late 1970's the City of Wichita Water Utility took over supplying water and maintaining the mains. This system of water mains is deteriorating and the two and four inch lines do not provide the desirable level of water pressure or fire protection for the area. A neighborhood meeting was held at the Sedgwick County District V Advisory Board on November 29, 2011 to discuss the project.

<u>Analysis</u>: New eight inch water mains will be installed parallel and on the same side of the street as the existing mains. New fire hydrants will also be installed per City Fire Code, and the individual service lines and meters will be replaced with the project. Construction of the mains will be done in two phases with the construction of phase one beginning in the spring of 2012. This project will increase the water pressure, decrease the number of shut downs due to main breaks and provide improved fire protection.

<u>Financial Considerations</u>: Estimated cost of phase one of the water main replacement project is \$1,000,000, which will be funded from the Water Utility revenues and reserves, and/or a future revenue bond issue. The funding is included in the proposed 2011-2020 Capital Improvement Program. The second phase will be returned to the City Council at a future date for approval of construction funding.

<u>Goal Impact</u>: This project addresses the Ensure Efficient infrastructure goal by providing reliable water service to the Public Works & Utilities customers.

<u>Legal Considerations</u>: The resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the resolution, authorize the necessary signatures and authorize the signing of encroachment/utility agreements as required.

Attachments: Map, resolution, and Notice of Intent.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION CITY OF WICHITA

USR
To Initiate Project X
To Revise Project

1	DOM		

- 2 Send original & 2 copies to budget
- 3. City Manager to sign all copies.
- 4. File original w/ initiating resolution in City Clerk.
- 5 Return 2nd copy to initiating department

Send 3rd copy to Controls

1. Initiating Department	2. Initiating D	neixion	3. Date	4. Project Description	s & Location				
Public Works & Utilities	Eng & Arch		1/18/2012	Oaklaws South Water	Main Replacement				
5. CIP Project Number	6. Accounting	Number	7. CIP Project I 2012	hte (Year)	8. Approved by WCC Date				
MS									
9. Estimated Start Date	10. Estimated 0	Completion Date		11. Project Resisted					
As Regimed	As Required								
	12. Projec	d Cool Estimate			124.				
ITEM	co	SA	OTHER*	TOTAL		Yes		Ne	
Right of Way & Design					Platting Required				
Paring, grading & court.					Lat Spitt				
Bridge					Petition				
Drainage					Ordered by WCC	x	_		
Sanitary Sewer									
Sidewalk.					Ramarka:				
Water			\$1,000,000	\$1,001,00					
Fraffic Signals & Turn Lanes									
Totals			\$1,000,000	\$1,000,000	448 90536	5			
Total CIP Amount Budgeted					_				
Total Prelim. Estimate									
13. Recommendation: Approv	e the design	совсерт, аррг	rove the budget	and place the amer	nding ordinance on 1st reading				
Division Head		Department	Head		Budget Officer		City Manager		
					Date		Date		

RESOLUTION NO. 12-037

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$1,000,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., as amended and supplemented by Charter Ordinance No. 211 of the City of Wichita, Kansas (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, <u>WL Oaklawn South Main Replacement (W-026)</u> (the "Project"). The total costs of the Project are estimated to be <u>one million dollars (\$1,000,000)</u> exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed <u>one million dollars (\$1,000,000)</u>, exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and

the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on February 14th, 2012.

(Seal) ATTEST:	CARL BREWER, Mayor
KAREN SUBLETT, City Clerk	
APPROVED AS TO FORM:	
By	

GARY E. REBENSTORF, Director of Law

OCA: _xxxxxx____

(Published in the Wichita Eagle, on February 17, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$1,000,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 12-03, duly adopted February 14, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, WL Oaklawn South Main Replacement (W-026) (called the "Project"). The total costs of the Project are estimated to be one million dollars (\$1,000,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$1,000,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

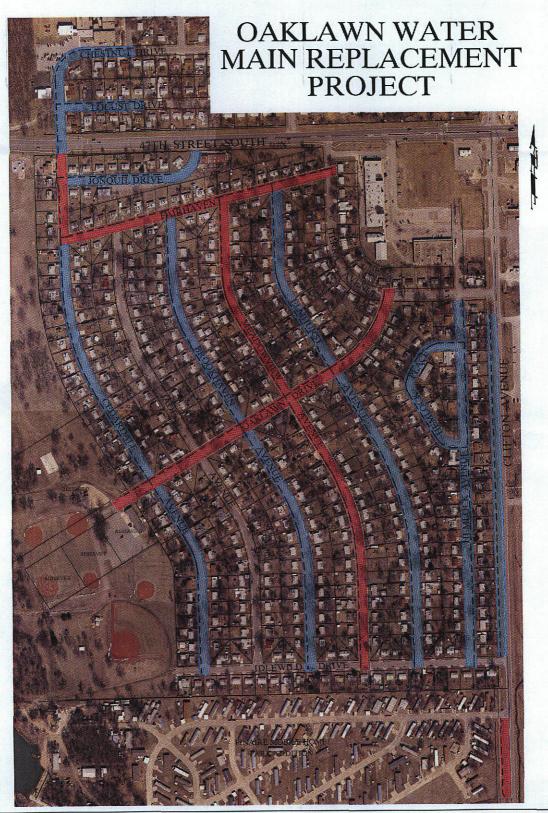
This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on February 14, 2012.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk









City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: National Endowment for the Arts Our Town Grant (Districts I, IV, and VI)

INITIATED BY: Planning Department and Division of Arts and Cultural Services

AGENDA: New Business

Recommendation: Endorse the grant application.

Background: The National Endowment for the Arts Our Town Grant provides grants for creative placemaking projects that contribute toward the livability of communities and help transform them into lively, beautiful, and sustainable places with the arts at their core. Our Town Grant funds are available for creative and innovative projects in which communities, together with the arts and design organizations and artists, seek to improve the quality of life, encourage creative activity, create community identity and a sense of place, and revitalize local economies. Our Town Grant applications must involve a nonprofit cultural (arts or design) organization and be endorsed by a local government entity having jurisdiction in the area. Local governments are only permitted to endorse one application.

Analysis: The Orpheum Theatre proposes to submit the attached application for the Our Town Grant to fund a planning and design process for the creation of a "First Street Comprehensive Arts and Cultural Plan" and is requesting endorsement of the application by the City of Wichita. Project Downtown, the recently adopted master plan for downtown, identifies that additional planning such as that which is proposed by The Orpheum Theatre is needed for the First Street corridor. The proposed grant funding would pay to hire a multi-disciplinary design team comprised of experts in the fields of cultural district development and urban planning to undertake a planning process for a First Street Cultural Corridor from Old Town to the Arkansas River and the Museums on the River District. Other key components of the design plans will be the City's current investments in Old Town and along the St. Francis corridor, the City's catalyst sites near the Arkansas River, and the new site for the City's Central Library. The design plans will connect arts, culture, residential and commerce while connecting Old Town to the Orpheum Theatre along First Street to the Arkansas River with the Museums on the River, the proposed Central Library, and the City's catalyst development sites serving as anchors. The planning process will include a high-level of community engagement and will specifically target direct participation in plan development by the artists, cultural organizations, businesses, and property owners along the First Street corridor.

<u>Financial Consideration:</u> Endorsing the application for the Our Town Grant involves no commitment of funding by the City of Wichita. The Orpheum Theatre will be providing the \$150,000 local match required by the Our Town Grant.

Goal Impact: The Our Town Grant will help achieve the goals of Promoting Economic Vitality and Creating Vibrant Neighborhoods.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council endorse the application for the National Endowment for the Arts Our Town Grant and authorize the necessary signatures.

<u>Attachments:</u> Letter of Endorsement

Grant Application

February 15, 2012

Jennifer Wright, President Orpheum Performing Arts Centre, Ltd. 200 N. Broadway, Suite 102 Wichita, KS 67202

RE: Our Town Grant Application

Dear Ms. Wright:

As Mayor of the City of Wichita, Kansas, and its highest-ranking elected official, it is my honor to endorse, along with my colleagues on the Wichita City Council, the Our Town grant application to the National Endowment for the Arts to fund a planning and design process for the creation of a "First Street Comprehensive Arts and Cultural Plan." The First Street Cultural Corridor is one of downtown Wichita's principal corridors and includes existing cultural assets identified as the Scottish Rite Temple, the Orpheum Theatre, Exploration Place and the Museums on the River District.

Additional planning such as that which is proposed by the Orpheum Theatre is needed for the development of First Street Comprehensive Arts and Cultural Plan. The proposed grant funding would pay to hire a multi-disciplinary design team comprised of experts in the fields of cultural district development and urban planning to undertake a planning process for a First Street Cultural Corridor from Old Town to the Arkansas River and the Museums on the River District. The design plans will connect arts, culture, residential and commerce while connecting Old Town to the Orpheum Theatre along First Street to the Arkansas River with the Museums on the River, the proposed Central Library, and the City's catalyst development sites serving as anchors. The planning process will include a high-level of community engagement and will specifically target direct participation in plan development by the artists, cultural organizations, businesses, and private property owners along the First Street corridor.

The City of Wichita is honored to join our partners, the Orpheum Theatre, in this exciting endeavor. This grant application is the only application to the Our Town Grant Program endorsed by the City of Wichita in 2012. Your favorable consideration of this truly exciting project is greatly appreciated.

Sincerely,

Carl Brewer, Mayor City of Wichita



Grant Application Package

		are, the second contract of the second contra				
Opportunity Title:	NEA Our Town Guidelines, FY	2012		The state of the s		
Offering Agency:	National Endowment for the Arts			This electronic grants application is intended to be used to apply for the specific Federal funding		
CFDA Number:	45.024		opportunity referenced here.			
CFDA Description:	Promotion of the Arts_Grant	s to Organizat	ions and Indiv	If the Federal funding opportunity listed is not		
Opportunity Number:	2012NEAOT		the opportunity for which you want to apply,			
Competition ID:	NONE		close this application package by clicking on the "Cancel" button at the top of this screen. You			
Opportunity Open Date:	12/01/2011			will then need to locate the correct Federal		
Opportunity Close Date:	03/01/2012			funding opportunity, download its application and then apply.		
Agency Contact:	NEA staff at OT@arts.gov			117		
tribal government, a	only open to organizations, applicar cademia, or other type of organizations: Orpheum Performing Art Ce	ion.	Mandatory Docu Application for NEA Organizat	tions on behalf of a company, state, local or ments for Submission or Federal Domestic Assistance-Sho ion & Project Profile rmance Site Location(s)		
Optional Documents		Move Form to Submission List Move Form to Delete	Optional Docum	ents for Submission		
			TO SECURITION AND ADDRESS OF THE PROPERTY OF T			

Instructions



Enter a name for the application in the Application Filing Name field.

- This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
- You can save your application at any time by clicking the "Save" button at the top of your screen.
- The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.



Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

- It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
- The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents"
- To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
- All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.



Click the "Save & Submit" button to submit your application to Grants.gov.

- Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
- Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
- The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
- You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

OMB Number: 4040-0003 Expiration Date: 7/30/2011

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organiza	ational			
* 1. NAME OF FEDERAL AGENCY:				
National Endowment for the Arts				
2. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:				
45.024				
CFDA TITLE:				
Promotion of the Arts_Grants to Organizations and Individ	luals			
* 3. DATE RECEIVED: Completed Upon Submission to Grants.gov SYSTEM US	E ONLY			
* 4. FUNDING OPPORTUNITY NUMBER:				
2012NEAOT				
* TITLE:				
NEA Our Town Guidelines, FY2012				
5. APPLICANT INFORMATION				
* a. Legal Name:				
Orpheum Performing Arts Centre, Ltd.				
b. Address:				
* Street1:	Street2:			
200 N. Broadway, Suite 102				
* City:	County/Parish:			
Wichita	Sedgwick			
* State:	Province:			
KS: Kansas				
* Country:	* Zip/Postal Code:			
USA: UNITED STATES	67202-2324			
c. Web Address:				
http:// www.wichitaorpheum.com				
* d. Type of Applicant: Select Applicant Type Code(s):	* e. Employer/Taxpayer Identification Number (EIN/TIN):			
M: Nonprofit with 501C3 IRS Status (Other than Instit	48-0978508			
Type of Applicant:	* f. Organizational DUNS:			
Type of Applicant:	9288894840000			
	* g. Congressional District of Applicant:			
* Other (specify):	KS-4			
6. PROJECT INFORMATION				
* a. Project Title:				
First Street Cultural Corridor - Connecting Wichita's St.	ring of Poorle			
First Street Cultural Collidor - Connecting withit a s st.	ling of reals			
* b. Project Description:				
The historic Orpheum Theatre will lead a planning and de	sign effort to create a comprehensive plan for the			
development of the First Street Cultural Corridor. The O	rpheum will partner with the City of Wichita in this			
endeavor to further develop concepts and recommendations Downtown which was adopted by the City in December 2010	after three years of research, planning and public			
engagement. The Master Plan recommends that the First S	treet Corridor and its "String of Pearls" be developed for			
addition arts and cultural activities, to enhance existing	ng cultural assets, stimulate economic development,			
enhance street scapes, improve walkability and public sa overall quality of life. The plan will identify specific	tety and create a unique sense of place and improving the			
enhancing existing assets along the corridor. Many key of				
c. Proposed Project: * Start Date: 09/01/2012 * End Date: 0	8/31/2014			

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational					
7. PROJECT DIRECTO	R				
Prefix: * First Name:		Middle Name:			
	Jennifer		J.		
		Cuffy			
* Last Name:			Suffix:		
Wright					
* Title:		Ryngghyaptering control and conversed	* Email:		
President			jennifer@wichitaorpheum.com		
* Telephone Number:		t comme con a contract and a comme contract of Eq. (4 de la Ancidé d'univers	Fax Number:		
316-263-0884			316-263-8641		
* Street1:			Street2:		
200 N. Broadway			Suite 102		
* City:			County/Parish:		
Wichita			Sedgwick		
* State:	and the same of th		Province:		
	KS: Kansas				
* Country:		**************************************	* Zip/Postal Code:		
	USA: UNITED STATES		67202-2324		
8. PRIMARY CONTACT	I/GRANTS ADMINISTRATOR	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW			
	Director (skip to item 9): * First Name:		Middle Name:		
	Jennifer		J.		
	-				
* Last Name:	The second secon		Suffix:		
Wright					
* Title:		- Corporation to community and a second	* Email:		
President			jennifer@wichitaorpheum.com		
* Telephone Number:			Fax Number:		
316-263-0884			316-263-8641		
* Street1:		Street2:			
200 N. Broadway			Suite 102		
* City:			County/Parish:		
Wichita		Management of the Control of the Con	Sedgwick		
* State:			Province:		
	KS: Kansas				
* Country:			* Zip/Postal Code:		
USA: UNITED STATES			67202-2324		

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organization	nal ·		
9. * By signing this application, I certify (1) to the statements contained in the list of accurate to the best of my knowledge. I also provide the required assurances** at that any false, fictitious, or fraudulent statements or claims may subject me to crim	nd agree to comply with any resulting terms if I accept an award. I am aware		
** Agree 🔀			
** The list of certifications and assurances, or an internet site where you may obta	in this list, is contained in the announcement or agency specific instructions.		
AUTHORIZED REPRESENTATIVE			
Prefix: * First Name:	Middle Name:		
Jennifer	J.		
* Last Name:	Suffix:		
Wright			
* Title:	* Email:		
President	jennifer@wichitaorpheum.com		
* Telephone Number:	Fax Number:		
316-263-0884	316-263-8641		
* Signature of Authorized Representative:	* Date Signed:		
Completed by Grants.gov upon submission.	Completed by Grants.gov upon submission.		

OMB Number: 4040-0010 Expiration Date: 08/31/2011

Project/Performance Site Location(s)

Project/Perfo	ormance	Site Primary Location I am submitting an a local or tribal govern			and not on behair of a company, state, pe of organization.
Organization	n Name:	Orpheum Performing Arts Centre,	Ltd.		
DUNS Numi	ber:	9288894840000			
* Street1: 2	200 N.	Broadway			
Street2:	Suite	102			
* City:	Vichit	a	County:	Sedgwick	
* State:	KS: Ka	nsas			
Province:					
* Country:	JSA: U	NITED STATES			
* ZIP / Posta	al Code: [67202-2324	* Projec	/ Performance	Site Congressional District:
Project/Perf	formance	Site Location 1	application a	ns an individual, lemia, or other t	and not on behalf of a company, state, ype of organization.
Organization	n Name:				
DUNS Num	ber:				
* Street1:					
Street2:					
* City:			County:		
* State:					
Province:					
* Country: [USA: U	NITED STATES			
* ZIP / Posta	al Code:		* Projec	t/ Performance	Site Congressional District:
Additional I	Location	(s)	Add Attac	hment De	elete Attachment View Attachment

National Endowment for the Arts Organization & Project Profile Form

OMB Number: 3135-0112 Expiration Date: 11/30/2013

PART 1: APPLICANT

Legal Name:	Orpheum Performing Arts Centre, Ltd.					
Popular name (if different): Orpheum Theatre						
Total organizational operating e	expenses for the most recently completed fiscal year: \$	1,353,000.00				
For year ending (Month/Year, e.g., 00/0000): 12/2011 For this application, the applicant is serving as a: NA: Not Applicable For:						
APPLICANT ORGANIZAT Select the <i>one</i> item which bes O2: Nonprofit organization 08: Municipal government	t describes the legal status of the organization. O5: State government	07: County government 99: None of the above				
APPLICANT ORGANIZATION DESCRIPTION: The following codes work in conjunction with the Organization Discipline codes below (e.g., select "Performing Group" here and "Theater" below to indicate that your organization is a theater company). Select the <u>one</u> item which best describes the organization:						
49: Artists' Community, Ar Institute, or Camp 15: Arts Center 16: Arts Council or Agence 17: Arts Service Organiza 26: College or University 32: Community Service Organization 14: Fair or Festival 30: Foundation 10: Gallery/Exhibition Spans	Commission 29: Humanities Council or Agency 12: Independent Press ation 27: Library 13: Literary Magazine 11: Media-Film 98: Media-Internet 45: Media-Radio 46: Media-Television	 X 07: Performance Facility □ 03: Performing Group □ 47: Presenter/Cultural Series Organization □ 35: Religious Organization □ 19: School District □ 48: School of the Arts □ 50: Social Service Organization □ 18: Union or Professional Association □ 99: None of the above / Please specify: 				

Legal Name: Orpheum Perform	ing Arts Centre, Ltd.		
APPLICANT ORGANIZATION Select the one discipline that	ON DISCIPLINE: t is most relevant to your organization.		
72: Artist Communities	52: Literature		28: Musical Theater
51: Arts Education	62: Local Arts Agencies		36: Opera
33: Dance	34: Media Arts		54: Presenting
42: Design	44: Museums	X	32: Theater
55: Folk & Traditional Arts	31: Music		41: Visual Arts
			99: None of the above / Please specify:
PART 2: PROJECT		<u> </u>	
PROJECT FIELD / DISCIPL	INE:		
42: Design			
CATEGORY:			
08: Our Town			
INTENDED OUTCOME:			
Primary Outcome:			
	e Strengthened Through the Arts		
Secondary Outcome:			
E: The Portfolio of Americ	an Art is Expanded		
PROJECT BUDGET SUMM	ARY:		
Amount Requested:	\$ 150,000.00		
+ Total Match for this Project:	\$ 150,000.00		
= Total Project Costs:	\$ 300,000.00		

Legal Name:

Orpheum Performing Arts Centre, Ltd.

PROJECT ACTIVITY TYPE:

Primary Activity Type:

33: Building Public Awareness

Secondary Activity Type:

06: Exhibition

25 Apprenticeship

12 Arts Instruction

Includes lessons, classes and other means to teach knowledge of and/or skills in the arts

04 Artwork Creation

Includes media arts, design projects, and commissions

02 Audience Services

(e.g., ticket subsidies)

36 Broadcasting

via TV, cable, radio, the Web, or other digital networks

33 Building Public Awareness

Activities designed to increase public understanding of the arts or to build public support for the arts

05 Concert/Performance/ Reading

Includes production development

31 Curriculum Development/ Implementation

Includes the design and distribution of instructional materials, methods, evaluation criteria, etc.

24 Distribution of Art

(e.g., films, books, prints; do not include broadcasting)

06 Exhibition

Includes visual arts, media arts, design, and exhibition development

08 Fair/Festival

09 Identification/ Documentation

(e.g., for archival or educational purposes)

13 Marketing

96 Presenting/Touring

29 Professional Development/ Training

Activities enhancing career advancement

14 Professional Support: Administrative

Includes consultant fees

15 Professional Support: Artistic

(e.g., artists' fees, payments for artistic services)

17 Publication

(e.g., books, manuals)

16 Recording/Filming/Taping

(e.g., to extend the audience for a performance through film/tape; do not include archival projects)

18 Repair/Restoration/ Conservation

19 Research/Planning

Includes program evaluation, strategic planning, and establishing partnerships

20 Residency - School

Artist activities in an educational setting

21 Residency - Other

Artist activities in a nonschool setting

22 Seminar/Conference

30 Student Assessment

34 Technical Assistance

with technical/administrative functions

35 Web Site/Internet Development

Includes the creation or expansion of Web sites, the development of digital art collections, interactive services delivered via the Internet, etc.

28 Writing About Art/Criticism

99 None of the above/Please specify

	Legal Name:	Orpheum Performing Arts Centre, Ltd.	
--	-------------	--------------------------------------	--

INDIVIDUALS BENEFITING:

Provide data for individuals expected to directly benefit from the project. Leave blank any items that are not applicable or for which supportable estimates do not exist.

Individuals to be Compensated from the Project Budget In completing this section, refer to your project budget (which should include both Federal and non-Federal matching funds). Count only those individuals who will be compensated from the project budget, whether in whole or in part, and whether engaged as an employee or contractor. Do not double-count. Audience/ Attendees/ Participants/ Learners should be accounted for in the next table.	<u>Number</u>
Artists	
Teachers	
Others	
TOTAL	

	dees/Participants/Learners of people you anticipate reaching throu	ugh each method as	applicable. Do not	If you intend to use social and/or other new media to reach people please check the appropriate column.	
	"Live" Arts Experience (where people visit a venue - whether alone or in a group - to view or participate in an arts activity. Includes exhibits, performances, and film screenings before an audience; excludes audiences that view or participate through transmission.)	<u>Broadcast</u> (TV, radio, cable)	<u>Distribution of</u> <u>Physical Materials</u> (e.g., CDs, DVDs, books)	Social Media (e.g., Facebook, Twitter, wikis)	Other New Media (e.g., websites, webcasts, eBooks and other downloads, streaming, mobile phone apps)
Adults					
Children/Youth (younger than 18)					
TOTALS					

Legal Name: Orpheum Performing Arts Centre	e, Ltd.
POPULATION DESCRIPTORS	
	est describes the primary population expected to benefit from the project during the populations reached directly , rather than through broadcasts or Internet
Race / Ethnicity: N: American Indian / Alaska Native A: Asian B: Black / African American H: Hispanic / Latino O: Native Hawaiian / Other Pacific Islander W: White G: No Single Group	Age (Range): 2: Pre-Kindergarten (0-5 years) 3: K-12 (6-18 years) 4: Young Adults (19-24 years) 5: Adults (25-64 years) 6: Older Adults (65+ years) 1: No Single Group
Geography: 2: International 3: Multiple States 4: Statewide S: City / County	Communities: X 2: Urban 3: Rural 4: Suburban 1: No Single Group
	s that best describe the primary population expected to benefit from the project during er to populations reached directly, rather than through broadcasts or Internet
Underserved / Distinct Groups:	
☐ Individuals with Disabilities	
Individuals in Institutions (include people livir facilities, correctional facilities, and homeless	ng in hospitals, hospices, nursing homes, assisted care s shelters)
Individuals with Low Income	
☐ Individuals with Limited English Proficiency	
Military Veterans/Active Personnel	
None of the Above	

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6	Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7	Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8	Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9	Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10	Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11	Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12	Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13	Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14	Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15	Add Attachment	Delete Attachment	View Attachment

ORPHEUM PERFORMING ARTS CENTRE, LTD.

ATTACHMENT 1: ORGANIZATIONAL BACKGROUND STATEMENT

Date of Incorporated: 1984

Mission Statement of the Orpheum Theatre: The Orpheum Performing Arts Centre, Ltd. is a 501(c) 3 non-profit organization established in 1984 to ensure Wichita's historic Orpheum Theatre is authentically restored and maintained through general community support and private funding. To provide a performing arts center that will offer quality entertainment, enhance educational and cultural opportunities, and provide an additional avenue for tourism and economic growth for the region.

Overview: The Orpheum Theatre opened its doors in 1922 and for more than 50 years, the vaudeville theatre and subsequent golden movie palace lit up the corner of First and Broadway in downtown Wichita. Like many theatres of its era, with decline in interest and attendance, the Orpheum closed its doors in 1978 and remained closed for the next 20 years. After years of cleanup and fundraising, the theatre officially reopened in 2000. Since then almost \$4 million in restoration has occurred. The Orpheum is governed by a board of directors of 15 local prominent business and civic leaders that are dedicated to the success of the theatre. Today, the Orpheum is a thriving and growing theatre that fills a unique niche in the community by presenting the best in word-class entertainment for all ages and genres of entertainment and is able to be a community asset by hosting local music nights, college dance and theatre performances, religious performances, graduations, corporate events, weddings and more. Diversity is our strength and the key to our success. Last year we presented 311, Merle Haggard, Martin Short, Cirque Mechanics Boomtown, Wynton Marsalis and the Jazz at Lincoln Center Orchestra, Lewis Black, Rosanne Cash and much more. We are a success story, and this is just the beginning. Many legends of entertainment have graced our stage and we strive to not only continue to present more legends, but to educate the public about our rich history. Past legendary Orpheum performances include Louis Armstrong, Ella Fitzgerald, The Marx Brothers, Houdini, Gypsy Rose Lee and many others.

Previous activities: The Orpheum is a respected theatre for the performing arts and leader in arts and cultural activities in Wichita. With its historical significance and strategic location in the heart of downtown, the Orpheum is also a proponent of "Project Downtown – The Master Plan for Downtown Development" the official plan for downtown development adopted by the City of Wichita in 2010 after years of study and extensive planning with consultants Goody Clancy. The Orpheum's President, Jennifer Wright, is a passionate advocate for the arts and cultural activity in Wichita as well as historic preservation. She is currently serving as an officer on the Kansas Historic Theatres Association. Harvey R. Sorensen is Chairman of the Orpheum Board of Directors and prominent attorney. Ten years ago, he led the effort and petition to establish the Wichita Downtown Development Corporation and served as its Chairman for five years. The WDDC serves as a secondary partner in support of this grant application of the Orpheum Theatre in partnership with the City of Wichita.

Community/Region/Audience: The Orpheum served an audience of over 52,000 in 2011 and this figure continues to grow each year. Wichita is the largest city in Kansas with a population of approximately 600,000. It is home to many international companies, aviation companies and three universities. Our audience consists mainly of adults, although diversity in age and race in our attendance is well represented.

Special Efforts: The Orpheum constantly seeks opportunities to partner with other nonprofits and ways to benefit the community. Recently, the Orpheum partnered with the local school district to present a nationally know rock musician that speaks to youth about financial literacy. Over 700 middle school students attended. In 2010, the Orpheum presented the live theatrical performance of the Diary of Anne Frank. Through underwriting secured by the Orpheum, the theatre was able to give over 300 free tickets to local students that attended. The theatre also routinely offers free movie tickets to local children's charities. The Orpheum was designated an "American Treasure" by the U.S. Department of the Interior in 2002 and received the City of Wichita Arts Council Award for Outstanding Arts Organization in 2009.

ORPHEUM PERFORMING ARTS CENTRE, LTD. ATTACHMENT 2: PROJECT NARRATIVE

A. **Budget.** The Orpheum Theatre and the Division of Arts and Cultural Services, City of Wichita, KS seek \$150,000 in funding for the planning and design of the First Street Comprehensive Arts and Cultural Plan. The total project budget is \$300,000, which in includes a \$150,000 nonfederal match provided by the Orpheum Theatre. The budget will be distributed with \$275,000 in funding to a consulting service for the creation of a multi-disciplinary planning team to develop the First Street Comprehensive Arts and Cultural Plan and with \$25,000 used for community engagement activities such as printing, advertising, web site development and management, meeting room rental, and refreshments for meetings. Project Downtown, the Master Plan for the entire downtown area of Wichita, calls for additional planning to complete the First Street Comprehensive Arts and Cultural Plan which is to be funded by this grant.

B. **Major Project Activities: Cultural District Planning.** The Orpheum Theatre, in collaboration with the Division of Arts and Cultural Services of the City of Wichita, will lead a planning and design process for the creation of a First Street Comprehensive Arts and Cultural Plan that will find a creative purpose for under utilized buildings and vacant lots, improve public safety, enhance existing arts and cultural assets, and promote economic development by attracting more arts and cultural businesses. The First Street Corridor is perfectly aligned to act as a catalyst for artistic and cultural development in the downtown area.

The First Street Corridor will physically and programmatically connect the thriving and vibrant activity of Old Town to the historic and cultural assets along First Street Cultural Corridor to the developments along the Arkansas River and museum district. Completion of the project will result in a synergy along First Street and draw together not only the existing assets including the historic Orpheum Theater, the Scottish Rite Temple and Exploration Place but also capitalize and enhance development of arts and cultural businesses and organizations along this main route. The First Street Cultural Corridor will be a vibrant and attractive cross-sector of commerce, culture, residential and the arts. It will enhance quality of life and attract more people downtown to enjoy the many arts and cultural activities. The walkability and crowds that Old Town currently draws will naturally flow west on First Street all the way to the Arkansas River front and the Museum District. It is our desire that the Our Town grant will spur further arts and culture related development around downtown, which will draw more people living, working and playing downtown.

C. Outcomes and Measurements. The overall outcome of this project will be a plan that connects existing arts and cultural assets and creates opportunities for private development of new assets along First Street from Old Town, west to the Arkansas River corridor and the Museum District. The plan will address and identify specific ways to increase arts and cultural activities along the corridor and develop strategic plans to enhance existing arts and cultural assets. It will also identify ways to use public spaces to encourage arts and cultural activities such as outdoor festivals, concerts, exhibits, displays and more. Broad support from all stakeholders and the community which sets the stage for future development of green spaces, public art displays, and the creation of outdoor venues for art and cultural gatherings will be included in the future strategy. The plan will strengthen this main corridor by increasing the number and types of arts and cultural activities promoted and create a destination where people want to live, work and play. The success of the plan will be measured by the level of public engagement and financial support from public and private partners and organizations. We will establish benchmarks to gauge our success in marketing the First Street Comprehensive Arts and Cultural Plan. To be successful, a comprehensive plan and mapping for the First Street Cultural Corridor must be completed by early 2014. All partners, key organizations, stakeholders, and neighborhood associations will formally endorse the plan by the end of the second guarter of 2014. Finally, the plan will be adopted by City of Wichita no later than the summer of 2014, prior to the end of the granting period.

- D. **Schedule.** In September 2012, a request for proposals to select a multi-disciplinary design team to prepare the First Street Comprehensive Arts and Cultural Plan will be issued. The design team will be selected and a contract for the work will be executed by the end of January 2013. The plan development process will commence in February 2013, and a yearlong plan development process is anticipated. The draft plan will be widely circulated throughout the community for feedback in the spring of 2014, with the formal plan adoption process occurring in the summer of 2014. The overall project will be completed by August 2014.
- E. Partners, key organizations, individuals, and works of art. The Orpheum Theatre, a 501(c) 3 arts and cultural nonprofit organization in partnership with the Division of Arts and Cultural Services, City of Wichita, KS are the primary partners for the 2012 Our Town Grant application. There are several key organizations that will be involved in the planning and design process. The WDDC is an independent, nonprofit agency that works closely with the private sector and local government to stimulate new investment and interest in the central business district. Exploration Place is a nonprofit arts organization that is a state-of-the-art science and discovery museum for children located in the Museum District. The Scottish Rite is a historical and cultural activity venue that has been identified as one of the high profile assets along the First Street Cultural Corridor. The Lux Residential Living, via owner and developer Dr. Robert Eyster and Michael Ramsey, respectively, is a residential development underway of an existing historical building that once housed the Kansas Gas & Electric Company an exquisite example of 1952 architecture that has been recently nominated for the National Register of Historic Places. J.P. Weigand & Associates Realtors, the largest realtors in the state has a vested interest in the success of a First Street Cultural Corridor with a recent million dollar façade improvement and expansion of their corporate headquarters that's core is a historical building on Market Street, less than a block south of First Street. It is our intention to pull together all stakeholders along the First Street corridors to engage in the planning and design process and to determine ways in which to create more space for arts and cultural activities, to enhance viability of existing arts and cultural assets, attract more people, stimulate economic development, improve quality of life and the overall sustainability of the corridor on all fronts.
- F. **Target community.** For the purpose of planning and design, we will target the six Block Groups within the two Census Tracts in which Downtown Wichita is located and have a total population of 6,889 residents according to the 2010 Census. We intend to make the First Street Cultural Corridor a regional attraction and a tremendous source of local pride. We intend to build upon the existing arts and cultural assets, target all current businesses and property owners along First Street, as well as patrons of the collaborating organizations, local artists and art enterprises and the adjacent streets and organizations.
- G. Plans for promoting and publicizing. The plan will be announced in a joint press conference to inform the media of the details surrounding the grant and present an initial strategy going forward which will include a series of publicized town hall meetings to engage the public and various stakeholders and to disseminate information. The primary partners will engage with a public relations agency to craft and implement an overall public information campaign. A new website will be created for the project and a social media campaign will be a key component to informing and engaging the public and to raise awareness.
- H. **Plans for documenting and evaluating.** The contract with the multi-disciplinary design team will have a specific scope of work that details the steps in the planning of a cultural corridor and related development process, the activities involved with each step, and the deliverables to completed in each step, which together will comprise the overall master plan for a First Street Cultural Corridor. Weekly project meetings between the project partners and the design team will be held to monitor progress towards plan

development milestones. The resulting First Street Comprehensive Arts and Cultural Plan will be an action plan for promoting the development of a cultural arts corridor and enhancing the livability of the community. As such, this comprehensive plan will specify action strategies assigned to the project partners that detail implementation actions with specific performance metrics and targeted milestones.

- I. Goals and impact. The goal is to create a formal First Street Comprehensive Arts and Cultural plan and map for the development of the First Street Cultural Corridor. It is our goal that the plan will enhance existing arts and cultural assets, increase participation in arts and cultural activities, stimulate development and economic growth of arts and culturally related businesses, and draw more people to the First Street Cultural Corridor. As part of the planning process, we want to educate the community on how the arts will strengthen our community and how the arts have a significant economic impact on our city. To date, almost \$175 million dollars in development projects in the downtown area have been completed in just the past two years. A similar level of community investment is anticipated to result from the development of the First Street Cultural Corridor Master Plan.
- J. Plans for making the project accessible. All town hall meetings for the First Street Cultural Corridor will include the use of ASL interpretation and will be ADA compliant. Non-English resources will be provided through the City of Wichita, which has a comprehensive list of interpreters and is very familiar with provision of this service. The website component of this project will provide access to non-English resources through the coordination with the City. We will establish links to the project website through the City's website and the website of the Orpheum Theatre and the WDDC.

K. Not applicable.

NEA Application Project Budget, Page 1 of 2

Read the instructions for this form before you start.

OMB No. 3135-0112 Expires 11/30/2013

Apı	olicant (official IRS name):	Orpheum Perfo	rming Arts Centre, Lt	d.	
INC	OME				
1.	Amount requested from	the Arts Endowmen	t :	\$	150,000
2.	Total match for this proje	ect Be as specific as	possible. Asterisk (*) those	funds that are committee	d or secured.
	•	donations, grants, and	d revenues that are expected	d or received for this	AMOUNT
	project) Orpheum Theatre Io	cal match			150,000
				Total cash a. \$	150,000
			services (These same item ject Budget form; identify so		direct costs
	under Expenses below o	i iii Fage 2 oi tile i io	geot Budget form, Identify ac	ui ccs)	
				Total donations b. \$	0
		Total mat	tch for this project (2a. cas	sh + 2b. donations) \$	150,000
3.	Total project income (1 +	· 2)		\$	300,000
EX	PENSES				
1.	Direct costs: Salaries ar	nd wages			
	TITLE AND/OR TYPE OF PERSONNEL	NUMBER OF PERSONNEL	ANNUAL OR AVERAGE SALARY RANGE	% OF TIME DEVOTED TO THIS PROJECT	AMOUNT
	Design Toam	Linkson			
	Design Team	Unknown			
		ł	 Total sa	 aries and wages a. \$	0
Fri	nge benefits		Tot	al fringe benefits b. \$	
E ANGERS STATE		Tota	I salaries, wages, and frin		

NEA Application Project Budget, Page 2 of 2

Read the instructions for this form before you start.

OMB No. 3135-0112 Expires 11/30/2013

Ар	plicant (official IRS nar	ne): Orpheum Performing	Arts Centre, Ltd.		
EX	PENSES, CONTINUE)			
2.	Direct costs: Travel	(Include subsistence)			
	# OF TRAVELERS	FROM	то		AMOUNT
				Total travel \$	0
3.	rights, evaluation and materials, publication	expenses (Include consultant an assessment fees, access accom, distribution, translation, transpor project-specific costs)	modations, telephone,	photocopying, postage, s	supplies and
			:		AMOUNT
		s for mulit-disciplinary des ising, web site developme	-	refreshments	250,000 50,000
			Tota	I other expenses \$	300,000
4.	Total direct costs (1	. from Project Budget, Page 1 +2	+3.)	\$	300,000
5.	Indirect costs (if app	olicable)	accione des uto activi cum altri establiqui de salle duto tatale de citalo por activi propriemento com antibilidade establic		
	Federal Agency:	Rate (.0000)	x Base	= \$ _	0
6.	Total project costs (Must equal total proje	(4.+5.) ect income (3. From Project Budg	et, Page 1)	\$	300,000

ORPHEUM PERFORMING ARTS CENTRE, LTD. ATTACHMENT 5: BIOGRAPHIES OF KEY PROJECT PERSONNEL

- 1. Jennifer Wright, President of the Orpheum Theatre
- 2. Harvey R. Sorensen, Chairman of the Board for the Orpheum Theatre
- 3. Scott Knebel, Downtown Revitalization Manager, City of Wichita
- 4. Jeff Fluhr, President of Wichita Downtown Development Corporation
- 5. Dave Burk, Owner of MarketPlace Properties
- 6. John D'Angelo, Manager of the Division of Arts and Cultural Services, City of Wichita

JENNIFER J. WRIGHT

235 S. Bleckley, Wichita, Kansas 67218 wsujennifer@gmail.com • (316) 648-5988

EXPERIENCE:

THE ORPHEUM THEATRE, Wichita, KS

President (May 5, 2011 to present)

Interim President (Jan 2011 to May 2011)

Oversee the general day-to-day operations of the theatre, including the supervision of the theatre staff and ensure all capital improvement projects are progressing. Assume responsibility of grant administrator to ensure all processes and procedures relating to grants and state preservation board are adhered to. Ensure tax credit applications are timely filed relating to existing capital improvement projects. Ensure city and state annual funding applications are timely filed and meet all related periodic progress reports. Conduct work and various activities, meetings and business development associated with the Orpheum's Capital Campaign for restoration. Ensure monthly financials are distributed to the board of directors and attend monthly meetings. Monitor financials, conduct periodic forecasting and budgeting for expenses relating to operations and performances. Responsible for the overall planning, progress and success of the Orpheum's Annual Fundraiser, The Celebrity and Chef Cookoff.

Marketing Manager (2010 to 2011)

Secure sponsorships, underwrite and conduct fundraising activities for all special events, concerts and the movie series. Responsible for planning, marketing and promoting all special events and concerts. Establish and maintain media relations. Make frequent television, radio and stage appearances. Secured underwriting for the development of a new theatre website. Conduct relationship building with existing and potential donors. Manage the social media on behalf of the theatre. Give theatre tours and presentations to professional and civic groups regarding the history, mission and future of the theatre.

Marketing Assistant (2009 to 2010)

Conducted all duties as listed above on a part-time basis.

WICHITA STATE UNIVERSITY, Wichita, KS

Student Advocate (2009)

Assist students in resolving various campus-related problems. Act as an intermediary and facilitator between students, faculty and university administration. Ensure university policies and procedures are properly followed.

Student Assistant, Office of University Relations (2008-2009)

Assist in the planning and execution of special events. Conduct interviews and write stories for publication on the WSU website.

THE IMA FINANCIAL GROUP, INC., Wichita, KS

Executive Assistant (2007 to 2008)

Provide high-level administrative support to the Chief Operating Officer. Manage schedule, coordinate travel, event planning, attend board meetings and prepare minutes. Act as a liason between the executive, the employees and the general public. Provide as-needed administrative support to retired CEO.

Koch Industries, Inc., Wichita, KS

Paralegal (2005 to 2007)

Provide legal support to in-house corporate and litigation attorneys and on behalf of the individual Koch companies and their interests. Perform a variety of functions, including the managing of all aspects of litigation and non-litigation matters. Communicate with business contacts and outside counsel in an effort to gather and provide documents and information needed in conjunction with litigation matters and other non-litigation matters.

U.S. DEPARTMENT OF JUSTICE, U.S. ATTORNEY'S OFFICE, Wichita, KS

Contract Paralegal (2004 to 2005)

Provide part-time, temporary paralegal services. Analyze and summarize documents.

FOULSTON SIEFKIN, Wichita, KS

Paralegal (2003 to 2004)

Provide support to attorneys within the firm's employment and commercial litigation groups; responsible for managing, organizing, planning and working all aspects of litigation and immigration cases, EEOC Charges, NLRB proceedings and Union campaigns; assist in the preparation of pleadings and briefs; drafting and responding to discovery; monitoring internal and court-imposed deadlines; working closely with attorneys; frequent communications with clients, courts and governmental agencies.

SKILLS:

Fundraising

Business development Marketing

Public relations
Basic HTML design

Client relationship building

Strategic thinking Problem solving

Legal background

Team building

Associated Press writing style Social media marketing

Adobe InDesign & Photoshop

EDUCATION:

WICHITA STATE UNIVERSITY, Wichita, KS (2007 to 2010)

Earned a bachelor's degree in communication with a minor in political science.

AWARDS/HONORS:

Outstanding Strategic Communication graduate – WSU Elliott School of Communication (2010) Dean's Honor Roll – WSU (Spring and Fall 2008)

AFFILIATIONS/CERTIFICATIONS:

Kansas Historic Theater Association (2011- present) Vice president in 2012 Wichita Professional Communicators (2009 – present) Publicity chair in 2011 Public Relations Society of America (2009 to present)

Jennifer Wright Bio

Jennifer Wright is a native of Fort Worth, Texas and has lived in Wichita for 10 years.

She began her professional career as paralegal and has enjoyed working at top law firms in Dallas, New Orleans and Wichita for more than 12 years.

About 5 years ago, she decided to make a career change. Not knowing exactly what she wanted to do, she knew two things... She wanted to be passionate about her work and she wanted to make a positive difference in this world. Then she discovered the Orpheum Theatre.

Almost three years ago, Jennifer began working for the Orpheum as a volunteer fund raiser and helped with their special events. She was hired on in a marketing capacity and quickly assumed the Director of Marketing position. In 2011, she stepped in as interim president after long-time president Mary Eves retired. In May of 2011, Jennifer was selected as president of the Wichita Orpheum Theatre by its board of directors.

She is currently responsible for the overall operations of the theatre. She is also involved in the theatre's restoration efforts, capital campaign and future plans of organizational growth and enhanced programming.

In her first year as President, the Orpheum experienced an increase in ticket revenue of 70% and attendance jumped 12,000 in one year. Her mission to expand the quality and quantity of performances paid off.

Jennifer is passionate about the Orpheum Theatre and its' Mission to be the center for the performing arts in Wichita. She is also advocate for the arts in Wichita and a firm believer in the power of investing in the arts and quality of life.

She earned a bachelor's degree in Communication, with a minor in Political Science, from Wichita State University. She is a member of the Wichita Professional Communicators and is currently serving as Vice President of the Kansas Historic Theatres Association.



Harvey R. Sorensen Partner, Wichita Office

Commerce Bank Center 1551 N. Waterfront Parkway Suite 100 Wichita, KS 67206-4466 316.291.9774 phone 866.347.5135 fax hsorensen@foulston.com



A Tradition for Legal Excellence Since 1919

Practice Areas:

- Taxation
- Real Estate Development/Public Private Partnerships
- Mergers & Acquisitions

- Venture Capital and Private Equity
- General Business
- Family Business Enterprise
- Emerging Small Business

Practice Emphasis:

Mr. Sorensen's practice focus is on advising entrepreneurs and family owned businesses through the life cycle of the business, its owners and their families. His practice also includes extensive mergers and acquisitions for public and private companies, income tax planning and inter-generational tax planning. Mr. Sorensen enjoys Martindale-Hubbell Law Directory's highest "AV" rating for lawyers and is listed in the Best Lawyers of America, Super Lawyers of Kansas, and Chambers USA. Mr. Sorensen is a Fellow of the American College of Tax Counsel.

Admitted to Practice:

Kansas – 1976 Wisconsin – 1974 Supreme Court of Kansas – 1976 U.S. District Court for the District of Kansas – 1976 U.S. Tax Court – 1975 U.S. Court of Federal Claims – 2002

Education:

Beloit College, Bachelor of Arts, Political Science & History – 1969 Boston University, Master of Science, Business Administration – 1973 Northwestern University School of Law, J.D. cum laude – 1974

Professional Affiliations & Honors:

Selected by peers for inclusion in *The Best Lawyers in America*® (Woodward/White, Inc. 2005) in the

areas of Tax Law, Corporate Law, Mergers & Acquisitions, and Securities Law (since 1993-1994)

Identified in Chambers USA America's Leading Lawyers for Business (2005) as a Leading Business

Lawyer in the United States for Corporate and M&A Law

Selected by peers for inclusion in Superlawyers in Missouri and Kansas in the area of Securities and

Finance (2005)

Listed in Who's Who of American Lawyers; Who's Who in the United States; Who's Who in the World;

Who's Who in Marketing and Finance

Harvey R. Sorensen

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American Bar Association – Member, Tax Section (1974 to date); Chair, Committee on Business

Cooperatives and Agriculture (2005 to 2007); Member, Section on Business Law Lex Mundi, Inc., the World's Largest Association of Independent Law Firms – Firm Delegate and Chair,

State and Local Tax Committee (2003-2005)

World Services Group, the Global Professional Services Network – Firm Delegate, Director (2000 to date) and Chairman (2005-2006)

American College of Tax Counsel – Fellow

Kansas Bar Association – Member, Tax Section (1976 to date); Past President; Vice-President;

Secretary; Member, Executive Committee; Member, Business Section Wichita Bar Association – Member; served on various committees

Mergers and Acquisitions Transactions:

Served as lead counsel to manufacturer in purchase of U.K.-based competitor with operations in 16

countries

Served as merger and acquisitions counsel for restructuring and consolidation of independent office

supply company industry

Capital Formation Transactions:

Serves as counsel to large hotel developer Served as counsel in formation of community bank

Served as borrower's counsel in securitized loan transactions

Private Equity and Venture Capital Transactions:

Served as counsel to venture capital firm investing in high tech companies Served as counsel to management in a management buy-out of a high tech manufacturing company

Serve as counsel to local angel investor network Serve as counsel to management buy-out firm

Public Private Partnerships:

Served as counsel to hotel developer in cooperation with the City of Wichita in the development of

downtown hotel project

Served as counsel to real estate developer in a public private partnership for the development of a

downtown Wichita mixed-use office, retail and residential project

Served as counsel to real estate developer in a public private partnership for the development of mixed

use high rise and brownstone office, retail and residential project

Recent Presentations:

Limited Liability Operating Agreements
Family Business A.S.S.E.T.S. Succession Workshop
Fiduciary Duty Obligations of Trustees and Directors
Current Trends in Life Insurance Applications for Business
Family Limited Partnerships

Other Positions:

Appearance Group, Inc. – Director Equity Bancshares, Inc. – Director Equity Bank, N.A. – Director

Harvey R. Sorensen

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Community Involvement:

Visioneering Wichita Steering Committee (a community strategic planning initiative) – Co-Chairman (2004 to date)

Greater Wichita Economic Development Coalition – Private Sector Representative (elected)

(2003 to date)

Goodwill Industries Easter Seal Society of Kansas, Inc. – Board of Directors (2000 to 2006)

Episcopal Social Services Endowment Fund – Board Member (2003 to 2006)

Wichita Area Chamber of Commerce – Board of Directors (2001 to date); Vice Chairman (2002 to date)

Wichita Technology Corporation – Board of Directors (2003 to date)

Rotary International, Inc. - Member, Downtown Wichita Rotary Club (1990 to date)

Wichita Rotary – Charitable Foundation Board (2003 to 2005)

Wichita Collegiate School – Board of Trustees (1994 to 2004)

Wichita Downtown Development Corporation – Director (1996 to 2004); Chairman (1996 to 2003)

City of Wichita Self-Supporting Municipal Improvement District – Advisory Board Chairman

(2000 to 2003)

Wichita Grand Opera – Board of Directors (2001)

Kansas Public Telecommunications Services (KPTS, Channel 8) – Chairman (1996 to 2000); Board

of Trustees (1978 to 2000)

Wichita Greyhound Charities, Inc. – Board of Directors (1999)

St. James Episcopal Church – Treasurer (1996 to 1998)

Wichita Symphony Society – Board of Directors (1986 to 1996)

WSU Center for Entrepreneurship – Advisory Board (1991 to 1995)

City of Eastborough, Kansas – City Commissioner (elected) (1991 to 1993)

Wichita Sedgwick County Historical Society – Board of Trustees (1986 to 1989)

Wichita Arts Council – Board of Trustees (1980 to 1987) KMUW Radio, Wichita State University – Board of Community Advisors (1980 to 1982)

SCOTT KNEBEL, AICP

455 N. Main St. – 10th Floor Wichita, Kansas 67202 (316) 268-4456 sknebel@wichita.gov

PROFESSIONAL EXPERIENCE

January 2011 to present, Downtown Revitalization Manager, Metropolitan Area Planning Department

• Manager responsible for the implementation of *Project Downtown: the Master Plan for Wichita*, a 20-year comprehensive revitalization plan for downtown Wichita, Kansas

July 2005 to December 2010, Principal Planner, Metropolitan Area Planning Department

• Assigned to the Advanced Plans Division

November 1999 to June 2005, Senior Planner, Metropolitan Area Planning Department

Assigned to the Current Plans Division

January 1998 to October 1999, Assistant to the Director, Metropolitan Area Planning Department

• Served as management assistant to the planning director and provided assistance on special planning related projects

May 1993 to December 1997, Administrative Assistant, Police Department

• Supervised the Fiscal Affairs Section, a five-person operation responsible for the budgeting, purchasing, accounting, payroll, and personnel administration functions of the Police Department

June 1992 to April 1993, Management Intern, City Manager's Office/Budget Office

• Served as management assistant to the city manager, assistant city manager, and budget officer

July 1990 to May 1992, Research Assistant, Wichita State University

• Served as research assistant to the director of the Hugo Wall Center for Urban Studies

EDUCATION/CERTIFICATION

American Institute of Certified Planners, 2009

Master of Public Administration, Wichita State University, 1992

• Specialization: public management

Bachelor of Business Administration, University of Texas at Austin, 1989

Major: general business

Summary

- Nineteen years experience in economic development encompassing urban revitalization, financial planning, project management and community coalition building
- Actively involved in community service through participation on community boards
- Awarded Rotary Club International fellowship for a six week Group Study Exchange in Australia, studying city planning and economic development

Professional Experience

Wichita Downtown Development Corporation President

September 2008 - present

- Implementing development strategies outlined in the recently adopted Master Plan for Downtown Wichita, Project Downtown
- Responsibilities include business development, image enhancement, marketing and governmental relations
- Responsible for implementing the WDDC's Strategic Business Plan
- Work with Public and Private sectors to cultivate economic development

City of Baton Rouge, Downtown Development District: Assistant Executive Director

1992 - 2008

- Served in leadership capacities at the capital city Downtown Development District (DDD) during a period of vast city center transformation
- Contributed to strategic planning and implementation of over one billion dollars of public/private investment
- Instrumental in the development and implementation of downtown's master plan (**Plan Baton Rouge**) based on *New Urbanist* design principles and local preferences that emerged from charrette design series
- Led public and private sector initiatives to implement DDD projects outlined in Downtown Baton Rouge's Master Plan, Plan Baton Rouge
- Served as project manager for two city-sponsored projects Downtown Visitors' Amenity Plan (first phase implementation budget \$1.25MM+) and the Riverfront Master Plan by Hargreaves Associates (implementation budget \$110s MM). Authored the Request For Proposals for each, participated in the consultant selection, negotiated contract documents between the city and consultants, and provide authorization for payment
- Managed federal and state grants
- Co-directed the five year DDD tax assessment renewal (82% approval margin in 2004)

Education

LOUISIANA STATE UNIVERSITY

School of Landscape Architecture

- Masters of Landscape Architecture, May 1995
- Master's Thesis: Downtown Development Organizations: Guidelines for a Downtown Development Entity
- Emphasis of study in Urban Planning and Business
- Worked as emergency staff for Baton Rouge DDD and promoted to Assistant Executive Director prior to graduation

UNIVERSITY OF KENTUCKY

School of Landscape Architecture

- Bachelor of Science, Landscape Architecture, May 1989
- 1989 Certificate of Merit of Excellence, Study of Landscape Architecture
- President of Student Chapter ASLA

Resume: David Burk

Dave is a licensed architect, planner and developer specializing in historic renovations and public-private partnerships.

Originally from Iowa, Dave came to Wichita in 1971 from Iowa State University to begin his career as an Architect with Jack DeBoer. After working with several firms over the years, he began his own firm, Watson, Breidenthal and Burk. In 1989 the firm was dissolved and Dave, through Marketplace Properties, went into downtown development full time.

Marketplace Properties began negotiations with the City of Wichita in 1987 and in early 1988 was named the preferred developer in the Old Town Marketplace District, which is bounded by Washington, Douglas, the railroad tracks and Second Street and contains 60 buildings on 33 acres. Marketplace Properties started construction of the first project, the conversion of the old Modern Cleaners Building into Larkspur (an upscale restaurant) in 1991, since that time Dave has been involved, both as an architect and developer, in the redevelopment of 27 buildings and have another 3 buildings in various stages of redevelopment. Old Town received the 2006 National Award for Smart Growth and in 2008 the Great Places in America award from APA.

Old Town Square was the expansion of Old Town to the north. Anchored by a six-screen movie theater, the project involves a 25 million dollar, 7.5 acre expansion of the Old Town mixed-use development.

In 1999 Marketplace Properties received the "Over the years award" from the Wichita Chamber of Commerce. Dave is also active in the Downtown Rotary Club and Wagonmasters. Dave has served on the State Sites Review Board, the Way Finding Committee, Arena Neighborhood Redevelopment Steering Committee, Old Town Association, the Tourism Council and chaired the Historic Board to name a few.

Dave and his wife, D.J., live, work and play in Old Town and have been happily married for 32 years. They have two daughters.

ORPHEUM PERFORMING ARTS CENTRE, LTD. ATTACHMENT 6: LIST OF CURRENT BOARD MEMBERS

Board of Directors for the Orpheum Performing Arts Centre, Ltd.

Harvey R. Sorensen, Chairman of the Board Partner, Foulston Siefkin, Attorneys

Gary Allerheiligen, Treasurer Retired Partner, Grant Thornton, CPAs.

Rodney Miller, Secretary
Dean of Fine Arts, Wichita State University

James Armstrong Partner, Foulston Siefkin, Attorneys

Allen Bell City of Wichita

Marlon Dauner Retired Excecutive, Preferred Health Systems

Eric Engstrom
Partner, Fleeson, Gooing, Coulson & Kitch, Attorneys

Scott Flemming Creative Director, Sullivan Higdon & Sink, Advertising Firm

Delmar Klocke Retired, Linder Electric

Greg Kossover Chief Financial Officer, Value Place

Andrew Mies, CFP, Smith Barney Group

Belden Mills, Community Resources and Arts Advocate

Michelle Ruffin Stein General Manager, Wichita Marriott

Robin Spurrier President/CEO, Spurrier Chemical Company

ORPHEUM PERFORMING ARTS CENTRE, LTD. ATTACHMENT 7: CONSORTIUM PARTNER INFORMATION

Not Applicable.

ORPHEUM PERFORMING ARTS CENTRE, LTD. ATTACHMENT 8: OPTIONAL PROJECT BUDGET

Not Applicable.

ORPHEUM PERFORMING ARTS CENTRE, LTD. ATTACHMENT 9: PROGAMMATIC ACTIVITIES LIST

Orpheum Theatre - A Collective History of the Performing Arts and Cultural Programming

The Orpheum Theatre is a valuable community asset and historic, downtown theatre that brings to Wichita world-class performing arts, entertainment and serves the community by featuring local music, theatre, dance, children's performances, speakers, corporate events, weddings, film festivals and much more. Since the Orpheum reopened its doors in 2000 officially to the public, the theatre has worked hard to expand and improve its programming. When the theatre reopened, it served primarily has a promoterbased theatre operating mostly on rentals. Over the years, the theatre has demonstrated progress in gradually moving toward being a mostly presenter-based theatre yet still open to the community to keep our programming diverse and to continue to serve and be a community asset. The Orpheum is an active collaborator with other arts and cultural organizations and other nonprofits organizations. Partnerships are key to nurturing community goodwill and serve to nurture and grow an appreciation and understanding of how the performing arts enrich our lives. We serve a community who metropolitan population is approximately 600,000. In our first full year, we had approximately 8,000 patrons through our doors. In 2011, we had over 52,000 patrons experiencing year over year growth in attendance in addition to growth in the number of events. It is our goal to be the center for the performing arts in Wichita and we serve a unique niche due to our historic setting and our capacity of approximately 1,300 seats. We are committed to the growth and success of downtown Wichita, to improving the quality of life in Wichita and to a successful, thriving, arts-inspired downtown Wichita where more people come to live life and love life in the heart of Kansas.

Local and Regional Programming. The Orpheum Theatre is constantly looking for opportunities to partner with other nonprofits and arts and cultural organizations to promote various arts-related activities to increase awareness of the arts and to increase attendance and for mutual benefit and enjoyment. The theatre is also home to a rich and diverse array of local arts, entertainment and community activities. Recent examples of these types of activities include:

Partnership with KPTS, a local PBS public television station to host "Community Cinema" and series of independent shorts about various subjects that follow with a panel discussion on the related topic and encourages public engagement.

- Partnership with the Kansas Aviation Museum in hosting an Aviation Film Festival for the benefit of both nonprofits.
- Frequent presenter of First Friday concerts, a potpourri of local live music that is heavily geared towards young audiences.
- Partnership with the local chapter of the American Institute of Wine and Food, AIWF to present Dr.
 Elliott Engel, an author and speaker about the History and Mystery of Wine.
- Host to Amira Dance, a tradition in Wichita belly dancing and Middle Eastern dance that has performed in Wichita for over 30 years.
- Host Praise Dance Expo, a local religious celebration in dance of the African American culture.
- Host to "The Wonders of Mexico" a beautiful performance in song and dance of the rich Mexican culture with traditional costume that we organization by a local Hispanic church.
- Partnerships with Wichita State University Contemporary Dance Theatre for Spring performances to the public.
- Host to the WDDC's speaker on city development, Carol Collata.
- Host to recent election time debate of political candidates running for U.S. Congress.
- Host to wine tasting and tour of Orpheum, a client appreciation night for a local investment firm Waddell & Reed.

- Host to Tops and Blue a musical performance by the U.S. Airforce musical performance, a military celebration event.
- Presenter and partner with the Tallgrass Film Festival, a Midwest festival and celebration of independent films that has experienced tremendous success and surge in attendance in recent years. The festival has been successful in recruiting film directors and actors to come to Wichita to speak to audiences. In 2011, actor Elliott Gould attended the festival and spoke at the Orpheum Theatre.
- Host to "Gridiron" an annual musical and theatrical roast of current issues/people put on by local media professionals.

National Programming: As referenced above, the Orpheum Theatre strives to continue to improve the quality and quantity of its programming. In years past, we have been primarily a promoter-based (or rental) facility. In an effort to gain more control and improve our programming, we strive to present more shows. We have demonstrated success and continue to improve each and every year, however, it is important for us to keep a balance and continue to serve the community as well. No other theatre or venue in Wichita can do both. This is what makes us invaluable! The following are recent examples of world-class entertainment, arts and culture that the Orpheum Theatre has presented, but is not a comprehensive list:

2011: 311, Merle Haggard, Martin Short, Cirque Mechanics Boomtown, Wynton Marsalis and the Jazz at Lincoln Center Orchestra, Lewis Black, Rosanne Cash, Tower of Power, Brian Setzer and the Rockabilly Riot, Kenny "Babyface" Edmonds, Blind Boys of Alabama, Hal Holbrook, Tommy Emmanuel and more.

2010: Marvin Hamlisch, Lyle Lovett, Loretta Lynn, Joan Rivers, Boyz II Men, Michael Bolton, The Diary of Anne Frank, The Glenn Miller Orchestra.

In years past: Jewel, Bill Cosby, Joan Baez, Ray Charles, the Smothers Brothers, Peggy Lee, and much more. We are a success story, and this is just the beginning. Many legends of entertainment have graced our stage and we strive to not only continue to present more legends, but to educate the public about our rich history. Past legendary Orpheum performances include Louis Armstrong, Ella Fitzgerald, The Marx Brothers, Houdini, Gypsy Rose Lee and many others.

The theatre also routinely offers free movie tickets to local children's charities. The Orpheum was designated an "American Treasure" by the U.S. Department of the Interior in 2002 and received the City of Wichita Arts Council Award for Outstanding Arts Organization in 2009.

The City of Wichita – Relevant Programming History

Project Downtown: The Master Plan for Wichita — Completed in November 2010, Project Downtown was a partnership of the City of Wichita, Wichita Downtown Development Corporation (WDDC), and Visioneering Wichita to develop a 15-20 year blueprint to guide the revitalization of downtown. Funding of the project was split with the City providing \$225,000, including \$50,000 in Federal Transit Administration grant funding, and the WDDC providing \$275,000, including \$100,000 it raised from individuals and businesses interested in the successful revitalization of downtown. The City and WDDC provided the co-project directors for the plan development process, which was undertaken by a multi-disciplinary planning and design team headed by Good Clancy of Boston. Visioneering Wichita coordinated the community outreach efforts. The resulting Project Downtown master plan is available online at:

http://www.wichita.gov/CityOffices/Planning/AP/NR/Downtown/

Douglas Avenue Corridor Transit Oriented Development Study — Completed in February 2012 as an implementation initiative of Project Downtown, the Douglas TOD Study was a partnership of the City of Wichita, the Wichita Downtown Development Corporation (WDDC), and the Wichita Area Metropolitan Planning Organization (WAMPO) to develop a long-term vision for the Douglas Avenue corridor as downtown's "postcard avenue" and establish design concepts and guidelines for the corridor to be developed as "downtown's premiere transit street" and as a "distinctive walking corridor." Funding of the project was split with the City providing \$100,000 in Federal Transit Administration grant funding, and WAMPO providing \$25,000. The City and WAMPO provided the co-project directors for the plan development process, which was undertaken by a multi-disciplinary planning and design team headed by Design Workshop of Denver. The WDDC coordinated the community outreach efforts. The resulting Douglas TOD Study is available online at: http://www.wichita.gov/NR/rdonlyres/71CE24E4-62C6-4940-99BE-257B30D70684/73052/DouglasAveTODStudy_Final_SMALLfilesize_January2020.pdf

Orpheum Performing Arts Centre, Ltd. Attachment 10: LETTERS IN SUPPORT

- 1. Letter in Support from Mayor Carl Brewer (in process)
- 2. Letter in Support from local government partner, City of Wichita (in process)
- 3. Letter in Support from Exploration Place
- 4. Letter in Support from the Scottish Rite Temple
- 5. Letter in Support from the Old Town Association (in process)
- 6. Letter in Support from Cargill
- 7. Letter in Support from the Lux Residential Living (in process)
- 8. Letter in Support from J.P. Weigand Real Estate
- 9. Letter in Support from City of Wichita Arts and Cultural Division (in process)
- 10. Letter in Support from Tallgrass Film Festival (in process)
- 11. Letter in Support from Dave Burk, Marketplace Properties



300 North McLean Boulevard
Wichites, Kansas 67203
Wichites, Kansas 67203
Fax 316.660.0670
Fax 316.660.0670

February 3, 2012

Ms. Jennifer Wright President Orpheum Theatre 200 N. Broadway, Suite 102 Wichita Ks 67202

Dear Jennifer,

Exploration Place, The Sedgwick County Science and Discovery Center, is a 501(c)3 nonprofit arts and cultural organization that is dedicated to inspiring a deeper interest in science through creative and fun experience for people of all ages. Within our internationally recognized building, by renowned architect Moshe Safdie is 100,000 square feet of exhibits and 2 theaters situated on 20 acres of public park along the Arkansas River. We are committee to working collaboratively in the community to the advancement of Wichita.

I wholeheartedly support the process outlined by the Orpheum Theatre in its application for funding under the National Endowment for the Arts Our Town program. Developing a plan that will create a vibrant, beautiful, walk able and sustainable First Street Cultural Corridor, integrating the arts, cultures and commerce is of the utmost importance. This plan will connect the historic Old Town area to the First Street "String of Pearls" to Exploration Place, which is located on the Arkansas River at First Street.

We look forward with anticipation to supporting your efforts to develop a plan for the First Street Cultural Corridor and wish you all the best with your grant application.

Yours truly,

Van Luth President



February 3, 2012

Ms. Jennifer Wright President Orpheum Theatre 200 N. Broadway, Suite 102 Wichita, KS 67202

Dear Ms. Wright,

The Wichita Scottish Rite Center is a historic 501 (C) 3 nonprofit that serves as an architectural landmark for the city of Wichita. Built in 1887 by architects Proudfoot and Bird we are recognized by both state and national historic registers. In 1997 we opened our doors to the public and now serve as a venue for arts and cultural events, weddings, receptions and business meetings; in doing so we are sharing our legacy with the community and hope to inspire younger generations to appreciate Wichita's historic beauty.

I support the process outlined by the Orpheum Theatre in its application for funding under the National Endowment for the Arts Our Town program. Developing a plan that will create a vibrant, beautiful, walkable and sustainable First Street Cultural Corridor, integrating the arts, cultures and commerce is of the utmost importance. This plan to connect with the historic Old Town area to the First Street "String of Pearls" is in accordance with the recently commissioned Downtown Master Plan and we are glad to see efforts for this plan to come to fruition.

We look forward to supporting your efforts to further develop a plan for the First Street Cultural Corridor and wish you all the best with your grant application.

Sincerely,

[/]Jim Davenport

President



January 11, 2012

Ms. Jennifer Wright President Orpheum Theatre 200 N. Broadway, Suite 102 Wichita, KS 67202

Dear Jennifer,

I am writing to you as President of Cargill Meat Solutions. As you know, downtown Wichita is home to the headquarters of Cargill Meat Solutions where we employ approximately 1,000 people. We are a leading processor and distributor of fresh beef, pork and turkey, plus cooked and marinated meats. Cargill represents more than a dozen major brands that are sold in both retail and foodservice channels. We are committed to providing nutritious, wholesome, great-tasting meat to our customers and consumers around the world.

Less than one year ago, Cargill built its 75,000 square feet Innovation Center, a state-of-the-art research and development facility for food safety initiatives and innovation. The Innovation Center is one block from our corporate headquarters, both on the First Street corridor.

The success of downtown Wichita and particularly of the First Street corridor is important to Cargill Meat Solutions considering it is home to our corporate headquarters and our recent investment of \$14.7 million in the building of the Innovation Center.

I wholeheartedly support the process outlined by the Orpheum Theatre in its application for funding under the National Endowment for the Arts Our Town program. Developing a plan that will create a vibrant, beautiful, walkable and sustainable First Street Cultural Corridor, integrating the arts, culture and commerce and fostering economic development is a key element in attracting top talent to our company. This plan will connect the historic Old Town area and the First Street "String of Pearls" to Exploration Place, which is located on the Arkansas River at First Street. This plan is aligned with our company's mission to support responsible economic development and to bring positive, measurable improvements to the communities where we live and work.

We look forward with anticipation to supporting your efforts to develop a plan for the First Street Cultural Corridor.

Very truly yours,

Jody Horner President Dawn A. Truman
President

January 19, 2012

Ms. Jennifer Wright President Orpheum Theatre 200 N. Broadway, Suite 102 Wichita, KS 67202

Dear Jennifer:

I am writing to you as President of J.P. Weigand & Sons, Inc. As you know, we are proud to be the largest and oldest real estate company in Wichita. Our corporate headquarters reside in downtown Wichita in the historic Weigand building at 150 N. Market Street, less than one block south of First Street.

I wholeheartedly support the process outlined by the Orpheum Theatre in its application for funding under the National Endowment for the Arts Our Town Program. Developing a plan that will create a vibrant, beautiful, walkable and sustainable First Street Cultural Corridor, integrating the arts, culture and commerce is the utmost importance. This plan will connect the historic Old Town area to the First Street "String of Pearls" to Exploration Place, which is located on the Arkansas River at First Street.

Our company recently completed a significant investment in façade improvements and an expansion and renovation to our corporate headquarters downtown. We therefore understand the importance of preserving and enhancing a vital and attractive First Street corridor.

We look forward with anticipation to supporting your efforts to develop a plan for the First Street Cultural Corridor.

Very Truly Yours,

J.P. WEIGAND & SONS, INC.

Dawn Truman President



January 22, 2012

Ms. Jennifer Wright President Orpheum Theatre 200 N. Broadway, suite 200 Wichita, Kansas 67202

Ref: First Street Cultural Corridor

Dear Ms. Wright:

I was excited when I met with you and heard about efforts to develop a plan that will create a vibrant, walkable First Street Cultural corridor. This will integrate the arts, culture, living and commerce together along First Street from the Old Town Area west.

As you know, I have been involved in the development of our downtown for several decades, with emphasis on the Old Town Area, to create a mixed-use, critical mass, development where people can work, live and be entertained all within a walkable environment. This Cultural Corridor will enhance the connection between Old Town, the Orpheum Theatre, the River and the museum district. It also follows Project Downtown, our recently completed development plan for downtown through our next decade.

I look forward to supporting you in these efforts.

David Burk

Sincere

WEB SITE: WWW.OLDTOWNWICHITA.COM

Orpheum Performing Arts Centre, Ltd.
Attachment 11: NEPA/NHPA DOCUMENTATION

Project Site: The project is for the planning and design for future development of a First Street Cultural Corridor. The project area is the First Street corridor within Downtown Wichita, Kansas from Washington Avenue on the east to McLean Boulevard on west side of the Arkansas River.

NEPA: The development of plans and strategies is generally considered a "categorical exclusion" by Federal departments and agencies. It is the opinion of the project partners that the actions involved with the development of the proposed First Street Cultural Corridor Master Plan does not individually or cumulatively have a significant effect on the human environment and for which, therefore, neither an environmental assessment nor an environmental impact statement will be required for the development of the master plan. Resulting projects that are identified as implementation strategies to be funded by sources other than the proposed grant may rise to the level of requiring an environmental assessment or an environmental impact statement, but the development of the master plan, which is the proposed use of grant funds, should not trigger this requirement in the opinion of the project partners.

NHPA: The Kansas Preservation Act of 1977 (KSA 75-2724) was amended in 1981 to include a portion known in everyday terms as the "environs law." The statute mandates that owners of all structures within 500 feet of a building or district that is listed on the Register of Historic Kansas Places (RHKP) and/or the National Register of Historic Places (NRHP) must submit plans for exterior rehabilitation, new construction. or demolition to be reviewed by the State Historic Preservation Office (SHPO). In Wichita a programmatic agreement between the City and the SHPO allows the local Historic Preservation Board (HPB) and the historic preservation staff of the Metropolitan Area Planning Department (MAPD) to perform the review on behalf of the SHPO. In consultation with the MAPD, the project partners have determined that the development of the proposed First Street Cultural Corridor Master Plan will not trigger review requirements under the National Historic Preservation Act. However, projects that are identified as implementation strategies to be funded by sources other than the proposed grant likely will trigger these review requirements; therefore, all implementation strategies developed as part of the master plan will be consistent with the guidance contained in Making the State Environs Law Work for You: Successful Architectural Design in Downtown Wichita, Kansas. This document was developed by the MAPD to provide guidance for developing projects that conform to historic review requirements. Finally, in consultation with the MAPD the project partners have determined that the proposed grant funding for the project likely will be considered an "undertaking" as defined the National Historic Preservation Act, thus triggering a "Section 106 Review." However, the entire project plan area has already had historical surveys and all historic and potentially historic resources within the project are known and have already been documented. In consultation with the MAPD, it is the opinion of the project partners that a "Section 106 Review" will find that the development of proposed master plan itself will not impact the existing or potentially historic resources within the project area

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Park Board Recommendation for Golf Courses (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the golf course rate structure and the CIP funding adjustment.

Background: The City currently operates five municipal golf courses. In July of 2011, The Proposed Budget identified the Golf Fund as being in a constrained financial condition due to excess of capacity, and proposed the closure of a course to increase cash flow available to reduce Golf system debt and fund capital investment. The Park Board was tasked with reviewing the issue and developing a plan to create a sustainable golf enterprise fund. Six public meetings were conducted by the Park Board, seeking public input, suggestions, and comments concerning City of Wichita golf operations. After a review of public input, historical information, financial information, and capital improvement plans, several alternatives were discussed to address the sustainability issue. The Park Board presented recommended actions to the City Council in a workshop on December 13, 2011. At the request of City Council, the Park Board has presented their recommendations to the six District Advisory Boards.

The Park Board recommends the five steps designed to reduce Golf debt, fund some capital improvements, and enhance the future sustainability of the Golf Fund. These recommendations include the following actions:

- 1. Maintaining all current golf courses
- 2. Improving customer service and marketing
- 3. Staggering small increases in green fees
- 4. Reducing golf debt
- 5. Reducing the Golf Capital Improvement Plan (from \$6.3 million to \$1.1 million over a 10-year period)

<u>Analysis:</u> The current rate structure at City golf courses is designed around weekday and weekend green fees and a season ticket plan for area residents. Currently the green fee rate at four of the City owned golf courses (Tex Consolver, L.W. Clapp, MacDonald and Sim) is \$21 on weekdays and \$23 on weekends. Green fees at Auburn Hills course are \$24 on weekdays and \$29 on weekends. Green fees were last adjusted in September 2009 along with proportional adjustments to season tickets. The Park Board recommendation an increase in green fees of \$2 in 2012 and \$1 in both 2013 and 2014. This rate structure is shown below:

	Curren	t Rates	20	012	20	13	2014		
	Weekday	Weekend	Weekday	Weekend	Weekday	Weekend	Weekday	Weekend	
Other Courses	21	23	23	25	24	26	25	27	
Auburn Hills	24	29	26	31	27	32	28	33	

To reduce the outstanding Golf financed GO debt, the Park Board has recommended eliminating \$1.3 million from the Planeview Park project, currently programmed in 2018 – 2019. This project is GO atlarge funded. By eliminating this need to borrow GO at-large funds for this project in 2018, the current dollar equivalent (net present value) of this change will be applied to the current outstanding Golf financed GO debt. This will not change the total anticipated GO debt level, but will have the effect swapping \$1.3 million in future debt (for the Planeview project) to reduce \$1.1 million in current Golf debt. This move will accelerate the complete retirement of Golf funded GO debt; a key component of creating a sustainable Golf Fund.

Through increased marketing and customer service efforts, a 2% increase in rounds played is expected. Coupled with the proposed fee increases, The Park Board recommendations are expected to generate funds to allow the scheduled pay down of existing Golf Course debt; to reimburse the Debt Service Fund for accrued but unfunded prior Golf debt; and to allow the Golf Fund to be sustainable in the future.

The Board of Park Commissioners also recognizes the need to continue to study and analyze revenues and expenditures to ensure sustainability of the golf courses. They will continue to work with the City Council and any appointed committee that will explore additional solutions including a more complete and in depth review of privatization practices and opportunities.

<u>Financial Considerations:</u> Historically, increases in green fees from \$1 to \$2 have had a minimal impact on the number of rounds played. From 1984 to 2009, annual increases in green fees have reduced rounds played by an average of 1.69%. Using the current base level of rounds, assuming the historical average reduction in rounds played, and offset by the assumed increase due to additional marketing and customer service, the increased green fees are expected to create additional annual revenue of \$327,642 in 2012, with an additional \$161,052 in 2013 and an additional \$158,330 in 2014. By 2015, the cumulative effect of this increase is projected to be an additional \$647,024 in annual revenue.

<u>Goal Impact:</u> These recommendations are intended to improve Quality of Life, cost recovery and customer service at City golf courses.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the golf course rate structure effective March 15, 2012 and incorporate the recommended CIP project change into the 2011-2020 Proposed CIP.

Attachments: Proposed Green Fee Spreadsheet

Exhibit A- City of Wichita Golf Course Green Fees Current Effective 10-1-2009 and Proposed 3-15-2012

ltem	Notes	LW Clapp MacDonald Tex Consolver Sim	Proposed 4-1-12	Proposed 1-1-2013	Proposed 1-1-2014	LW Clapp MacDonald Tex Consolver Sim	Proposed 4-1-12	Proposed 1-1-2013	Proposed 1-1-2014	Auburn Hills	Proposed 4-1-12	Proposed 1-1-2013	Proposed 1-1-2014	Auburn Hills	Proposed 4-1-12	Proposed 1-1-2013	Proposed 1-1-2014
		Mon-Fri				Sat-Sun Holidays				MonFri.				Sat-Sun &			
18 Hole Green Fee		\$21.00	\$23.00	\$24.00	\$25.00	\$23.00	\$25.00	\$26.00	\$27.00	\$24.00	\$26.00	\$27.00	\$28.00	\$29.00	\$31.00	\$32.00	\$33.00
9 Hole Green Fee		\$13.00	\$14.00	\$15.00	\$16.00	\$14.00	\$15.00	\$16.00	\$17.00	\$16.00	\$17.00	\$18.00	\$19.00	\$19.00	\$20.00	\$20.50	\$21.00
Active Military Green Fee	50% off	\$10.50	\$11.50	\$12.00	\$12.50	\$11.50	\$12.50	\$13.00	\$13.50	\$12.00	\$13.00	\$13.50	\$14.00	\$14.50	\$15.50	\$16.00	\$16.50
Student Green Fee	18 & under	\$9.00	\$11.00	\$12.00	\$13.00	\$9.00	\$11.00	\$12.00	\$13.00	\$13.00	\$15.00	\$16.00	\$17.00	\$13.00	\$9.00	\$9.00	\$9.00
Jr Golf Green Fee	Program Only	\$2.00	\$4.00	\$5.00	\$6.00	N/A	NA	NA	NA	\$2.00	\$4.00	\$5.00	\$6.00	N/A	NA	NA	NA
Supplemental Green Fee	Additional Play	\$13.00	\$15.00	\$16.00	\$17.00	\$13.00	\$15.00	\$16.00	\$17.00	\$13.00	\$15.00	\$16.00	\$17.00	\$13.00	\$15.00	\$16.00	\$17.00
	KJGA, WGAW,																
Association Green Fee	WGA, McAdams	\$5.00	\$7.00	\$8.00	\$9.00	\$5.00	\$7.00	\$8.00	\$9.00	\$5.00	\$7.00	\$8.00	\$9.00	\$5.00	\$7.00	\$8.00	\$9.00
	Inter Club																
Ladies Team Play	Competition	\$6.00	\$8.00	\$9.00	\$10.00	NA	NA	NA	NA	\$6.00	\$8.00	\$9.00	\$10.00	NA	NA	NA	NA
5 Day Single Green Fee	Season Ticket	\$4.00	\$6.00	\$7.00	\$8.00	NA	NA	NA	NA	\$4.00	\$6.00	\$7.00	\$8.00	NA	NA	NA	NA
7 Day Single Green Fee	Season Ticket	\$4.00	\$6.00	\$7.00	\$8.00	\$5.00	\$7.00	\$8.00	\$9.00	\$4.00	\$6.00	\$7.00	\$8.00	\$5.00	\$7.00	\$8.00	\$9.00
5 Day Couple Green Fee	Season Ticket	\$4.00	\$6.00	\$7.00	\$8.00	N/A	NA	NA	NA	\$4.00	\$6.00	\$7.00	\$8.00	NA	NA	NA	NA
7 Day Couple Green Fee	Season Ticket	\$4.00	\$6.00	\$7.00	\$8.00	\$5.00	\$7.00	\$8.00	\$9.00	\$4.00	\$6.00	\$7.00	\$8.00	\$5.00	\$7.00	\$8.00	\$9.00
Senior Green Fee 18 Holes	Season Ticket	\$10.00	\$12.00	\$13.00	\$14.00	\$10.00 pm only	\$12.00	\$13.00	\$14.00	\$10.00	\$12.00	\$13.00	\$14.00	\$10.00 pm only	\$12.00	\$13.00	\$14.00
Senior Green Fee 9 Holes	Season Ticket	\$7.00	\$8.00	\$8.50	\$9.00	\$7.00 pm only	\$8.00	\$8.50	\$9.00	\$7.00	\$8.00	\$8.50	\$9.00	\$7.00 pm only	\$8.00	\$8.50	\$9.00
Super Senior 18 Holes	Season Ticket	\$10.00	\$12.00	\$13.00	\$14.00	\$10.00 pm only	\$12.00	\$13.00	\$14.00	\$10.00	\$12.00	\$13.00	\$14.00	\$10.00 pm only	\$12.00	\$13.00	\$14.00
Super Senior 9 Holes	Season Ticket	\$7.00	\$8.00	\$8.50	\$9.00	\$7.00 pm only	\$8.00	\$8.50	\$9.00	\$7.00	\$8.00	\$8.50	\$9.00	\$7.00 pm only	\$8.00	\$8.50	\$9.00
Retired Military Green Fee	Season Ticket	\$15.00	\$17.00	\$18.00	\$19.00	\$15.00	\$17.00	\$18.00	\$19.00	\$15.00	\$17.00	\$18.00	\$19.00	\$15.00	\$17.00	\$18.00	\$19.00
Student Green Fee	Season Ticket	\$4.00	\$6.00	\$7.00	\$8.00	\$5.00	\$7.00	\$8.00	\$9.00	\$4.00	\$6.00	\$7.00	\$8.00	\$5.00	\$7.00	\$8.00	\$9.00

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: ZON2011-00028 – City zone change from SF-5 Single-Family Residential ("SF-

5") to TF-3 Two-Family Residential ("TF-3"); generally located south of Mt.

Vernon Road on the west side of Oliver Avenue (2033 S. Oliver).

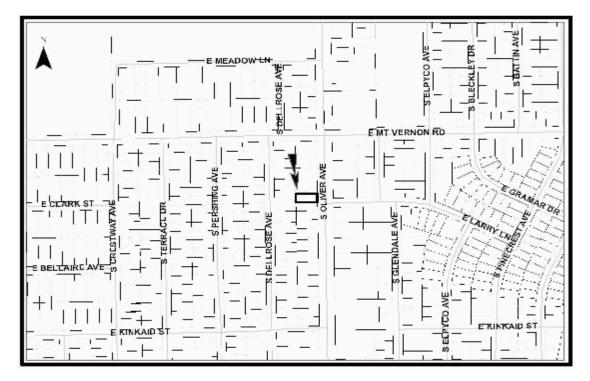
(District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

<u>MAPC Recommendation:</u> The Metropolitan Area Planning Commission (MAPC) voted to approve the request (8-3).

MAPD Staff Recommendation: Approve



Background: The applicant requests a zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3") on Lot 13 (Oliver Avenue side), Edgetown Park Addition, 2033 S. Oliver Avenue. The subject site has a duplex on it and the zone change is needed to make the use conform to the Unified Zoning Code (UZC); a duplex is not permitted in the SF-5 zoning district. Geozone shows a residence on the site to have been built in 1941. The Office of Central Inspection (OCI) has filed a notice of violation against the SF-5 zoned site for having a non compliant duplex.

The site is located south of the Mt. Vernon Road – Oliver Avenue intersection, with its front yard facing Oliver. Properties abutting and adjacent to the site on its south, west and east (across Oliver) sides are zoned SF-5, and are part of established single-family residential neighborhoods. There are also some TF-3 zoned properties located a block east and north of the site (across Oliver and Mt. Vernon) that are developed as USD 259's Allen Elementary school, single-family residences and duplexes. The SF-5 zoned L.W. Clapp Public Golf Course is located north of the site, across Mt. Vernon, and is the largest development in the area. The property abutting the north side of the site is zoned LC Limited Commercial ("LC"), and has a small, older, vacant retail store. Next to the vacant retail store is vacant LC land then there is an LC zoned small, older barber shop and a convenience store. Other properties located north and northeast of the site, around the Mt. Vernon and Oliver intersection, are zoned LC, and are developed as: a vacant auto repair garage, a vacant retail strip, an auto repair garage, an office, a combination billiard hall – billiard/arcade supply sales building and a sit down restaurant.

<u>Analysis:</u> At the MAPC meeting held October 20, 2011, the MAPC voted (12-0) to recommend approval of the requested TF-3 zoning. The case was approved through a consent vote since no one was present to voice concerns. At the District III Advisory Board (DAB) meeting held on November 2, 2011, the DAB voted 6-0 to deny the rezoning request. Several people spoke against the requested TF-3 zoning. There were no valid protests received during the two week protest period. However, the City Council considered this case at their December 6, 2011, meeting as a non-consent item because of DAB III's recommendation to deny the request. The Council's action was to have Planning staff re-advertise the rezoning request for re-consideration by only the MAPC. NOTE: The re-advertisement was not due to an error in the ownership list. At the January 5, 2012, MAPC meeting several people spoke against the requested TF-3 zoning. The MAPC again voted (8-3) to approve the requested TF-3 zoning.

Staff has subsequently received valid protest that represents 62.55% of the land within the 200-foot protest area, which exceeds the 20% protest requirement that triggers the three-fourths majority Council vote requirement to overturn the protest.

At the February 7, 2012, Wichita City Council meeting the Council voted to defer action on the request until the February 14, 2012, Wichita City Council meeting.

Financial Considerations: There are no financial considerations in regards to the zoning request.

Goal Impact: The application promotes Economic Vitality.

<u>Legal Considerations:</u> The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

(1) Adopt the findings of the MAPC and approve the zone change, override the protests and authorize the Mayor to sign the ordinance and place the ordinance on first reading (a three-fourths majority vote is required to override the protests), or (2) Deny the zone change request (a two-thirds majority vote is required plus appropriate findings to override the MAPC's recommendation), or (3) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (a simple majority vote required).

Attachments:

- Ordinance
- MAPC Minutes
- Protest map

ORDINANCE NO. 49-215

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2011-00028

Zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3") on an approximately 8,100-square foot property described as:

Lot 13 (Oliver Street side), Edgetown Park Addition; generally located south of Mount Vernon on the west side of Oliver Avenue (2033 S. Oliver Avenue), Wichita Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ATTEST:	Carl Brewer - Mayor
Karen Sublett, City Clerk	
(SEAL)	
Approved as to form:	
Gary E. Rebenstorf, City Attorney	

EXCERPT MINUTES OF THE JANUARY 5, 2012 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

<u>Case No.: ZON2011-28</u> - Yale Investments, LLC (owner) Tonya Ridpath (agent) request a City zone change from SF 5 Single-Family Residential to TF-3 Two-Family Residential on property described as:

Lot 13 on Oliver Street, Edgetown Park Addition to Wichita, Sedgwick County, Kansas

NOTE: At the MAPC meeting held October 20, 2011, the MAPC voted (12-0) to recommend approval of the requested TF-3 zoning. The case was approved through a consent vote since no one was present to voice concerns. At the District III Advisory Board meeting held on Monday, November 2, 2011, the DAB voted 6-0 to deny the rezone request. Several people spoke against the requested TF-3 zoning at the DAB meeting. No valid protests were received during the two week protest period, ending November 3, 2011. However, because of DAB III's unanimous (6-0) recommendation for denial the request was sent to the December 6, 2012, City Council meeting as a non-consent item. The action of the City Council was to have the MAPD staff re-advertise the request for the January 5, 2012, MAPC meeting, for reconsideration by the MAPC. This case will not go back to DAB III. The MAPD staff's report and recommendation has not changed; recommend approval, based the findings in the report.

BACKGROUND: The applicant requests a zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3") on Lot 13 (Oliver Street), Edgetown Park Addition, 2033 S. Oliver Avenue. The subject site has a duplex on it and the zone change is needed to make the use conform to the Unified Zoning Code (UZC); a duplex is not permitted in the SF-5 zoning district. Geozone shows a residence on the site to have been built in 1941. The Office of Central Inspection (OCI) has filed against the SF-5 zoned site for having a non compliant duplex.

The site is located south of the Mt. Vernon – Oliver Avenue intersection, with its front yard facing Oliver. Properties abutting and adjacent to the site on its south, west, north and east (across Oliver) sides are zoned SF-5 and are part of established single-family residential neighborhoods. There are also some TF-3 zoned properties located a block east and north of the site (across Oliver and Mt. Vernon) that are developed as USD 259's Allen Elementary school, single-family residences and duplexes. The SF-5 zoned L.W. Clap Public Golf Course is the largest development in the area. The property abutting the north side of the site is zoned LC Limited Commercial ("LC") and has a small, older, vacant retail store on it, with vacant LC land between it and an LC zoned small, older barber shop. Other properties located north and northeast of the site, around the Mt. Vernon – Oliver intersection, are zoned LC, and are developed as a convenience store, a vacant auto repair garage, a vacant retail strip, an auto repair garage, an office, a combination billiard hall – billiard/arcade supply sales building and a sit down restaurant.

<u>CASE HISTORY:</u> The Edgetown Park Addition was recorded with the Sedgwick County Register of Deeds February 17, 1937; see opening <u>NOTE</u>.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	Vacant retail, vacant land, barber shop, convenience
		store
SOUTH:	SF-5	Single-family residences
EAST:	SF-5, LC	Single-family residences, vacant auto repair garage,
		vacant retail strip, vehicle auto garage
WEST:	SF-5	Single-family residences

<u>PUBLIC SERVICES:</u> The subject site is located on Oliver Avenue, a paved, four-lane arterial street. The 2030 Transportation Plan shows no change to this portion of Oliver. Public water, sewer and all other utilities are available to serve the site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan (2030 Plan) designates this area as appropriate for "Urban Residential" development. The Urban Residential category includes all housing types found in the municipality, including duplexes. The Comprehensive Plan contains the following objective: encourage residential redevelopment, infill and higher density residential development, which maximize the public investment in existing and planned facilities and services. The objective is intended to be achieved through several strategies, including using zoning as a tool to promote mixed-use development, higher density residential environments, and appropriate buffering. The proposed TF-3 zoning brings an already built duplex into compliance with the UZC. There are existing TF-3 zoned single-family residences and duplexes in the area, but they are located a block east (or further) of the site, across Oliver. In fact, all of the existing TF-3 zoning in the area south of Mt. Vernon is located along residential streets, making the proposed TF-3 zoning the first in this area to be located along the arterial street, Oliver. The requested TF-3 zoning conforms to the 2030 Plan, although it is slightly (as noted above) out of character with the zoning in this area.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the requested TF-3 Two-Family Residential zoning be <u>APPROVED</u>; see opening **NOTE**.

This recommendation is based on the following findings:

- 1. The zoning, uses and character of the neighborhood: The site is located south of the Mt. Vernon Oliver Avenue intersection, with its front yard facing Oliver. Properties abutting and adjacent to the site on its south, west, north and east (across Oliver) sides are zoned SF-5, and are part of established single-family residential neighborhoods. There are also some TF-3 zoned properties located a block east and north of the site (across Oliver and Mt. Vernon) that are developed as USD 259's Allen Elementary school, single-family residences and duplexes. The SF-5 zoned L.W. Clap Public Golf Course is the largest development in the area. The property abutting the north side of the site is zoned LC Limited Commercial ("LC") and has a small, older, vacant retail store on it, with vacant LC land between it and an LC zoned small, older barber shop. Other properties located north and northeast of the site, around the Mt. Vernon Oliver intersection, are zoned LC, and are developed as a convenience store, a vacant auto repair garage, a vacant retail strip, an auto repair garage, an office, a combination billiard hall billiard/arcade supply sales building and a sit down restaurant.
- 2. The suitability of the subject property for the uses to which it has been restricted: The site has a duplex on it and the zone change is needed to make the use conform to the UZC. Geozone shows a residence on the site to have been built in 1941. The zoning change can be granted or the duplex could be converted into a single-family residence.
- 3. Extent to which removal of the restrictions will detrimentally affect nearby property: Typical concerns expressed by neighbors in regards to duplex development is declining property values of the neighborhood brought on by poor maintenance of what is typically rental housing, i.e., the duplexes. Poor maintenance of rental property is not an absolute, nor is there any guarantee that a single-family residence will be maintained by its owner.
- 4. <u>Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:</u> The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan designates

this area as appropriate for "Urban Residential" development. The Urban Residential category includes all housing types found in the municipality, including duplexes. The Comprehensive Plan contains the following objective: encourage residential redevelopment, infill and higher density residential development, which maximize the public investment in existing and planned facilities and services. The objective is intended to be achieved through several strategies, including using zoning as a tool to promote mixed-use development, higher density residential environments, and appropriate buffering. The proposed TF-3 zoning brings an already built duplex into compliance with the UZC. There are existing TF-3 zoned single-family residences and duplexes in the area, but they are located a block east (or further) of the site, across Oliver. In fact all of the existing TF-3 zoning in the area, south of Mt. Vernon, is located along residential streets, making the proposed TF-3 zoning the first in the area, south of Mt. Vernon, to be located along the arterial street, Oliver. The requested TF-3 zoning conforms to the 2030 Plan, although it is slightly (as noted above) out of character with the zoning in this area.

5. <u>Impact of the proposed development on community facilities:</u> The impact on community facilities will be minimal.

BILL LONGNECKER, Planning Staff presented the Staff Report.

ALDRICH asked if the case was before the Commission because it was a single-family residence converted to a duplex and that is not in compliance with regulations.

LONGNECKER said it is currently not in compliance with the Unified Zoning Code (UZC). He said the Office of Central Inspection (OCI) instructed the current owner to change it back to single-family or apply for duplex zoning.

ALDRICH stated that this was passed by consent at the October 20, 2011, Planning Commission hearing so the case wasn't heard. He said he had questions for the owner/applicant.

LONGNECKER stated that the agent for applicant was present.

TONYA RIDPATH, AGENT FOR THE APPLICANT, YALE INVESTMENTS, LLC, 1500 E. 86TH **ST. SOUTH, HAYSVILLE, KS** stated that when they took over the property in June they realized it was not in compliance with the zoning code. She said they then got with City Staff to find our how to correct the situation. She said the prior owner had other complaints. She said Yale Investments purchased the property under foreclosure and they were just trying to make it right. She said they have not had anyone in the upstairs unit and served a 30 day eviction notice to the previous occupants so they could comply with the zoning.

ALDRICH asked in the event the application was not approved, would they have any issues going to to single-family residential.

RIDPATH said they have had a licensed contractor in to upgrade the unit to code and make it safe. She said if they don't get the requested zoning, they will put a staircase in and turn the residence into a larger single-family home instead of a duplex.

FOSTER clarified that when they bought the proeprty the upper unit was in place.

RIDPATH said yes, the property was purchased as a duplex.

SHERMAN asked when the residence became used as a duplex.

RIDPATH said the OCI told them it had been over eight to nine years or more. She reiterated that the residence was purchased as a foreclosed property and the realtor did not disclose that it was not zoned properly. She said they were doing everything to make it right.

JEFF SPAHN, 3601 E. MT. VERNON, WICHITA, KS, PRESIDENT MEADOWLARK NEIGHBORHOOD ASSOCIATION (NA) said this has been a problem property for the neighborhood for many years. He said neighbors have filed numerous complaints and there is a long history including environmental and maintenance issues with the property. He said they have filed at least three complaints regarding the structure being converted into a duplex, especially when two mailboxes were put out in front. He said in response to the complaints, the former owner told OCI staff that the property was not being used as a duplex so there was no enforcement action. He said in all fairness to the current situation, if an investment company is going to buy rental property for investment purposes, it would behoove the purchaser to make sure there is clear title to the property and no mechancal liens and that the property is indeed zoned for the intended use. He said 1 or 2 things happened, the agent or owner did not inquire about zoning or they inquired about zoning and chose to ignore it. He said neither option is acceptable. He said this was done, now the Planning Commission is being asked to affirm the actions after the fact. He said a simple phone call to the County Clerk can tell you what a property is zoned for. He said the neighborhood is being asked to pay the price for inefficiency in management and it is not fair. He admitted that there were some businesses to the north of the area but added that the homes along south Oliver are nice homes. He said the former owner was well aware of what was going on. He said this is a failure on the part of the investment company and their inefficiency. He said they feel very strongly about this; that it has been a major concern to the neighborhood for many years; that neighbors have worked very hard to maintain the neighborhood and have had real success.

MOTION: To give the speaker one additional minute.

MCKAY moved, MILLER STEVENS seconded the motion, and it carried (11-0).

He said since the City Council referred the matter back to the Planning Commission for reconsideration, he requested that the Commission deny the zoning request.

ALDRICH asked if the neighborhood received notification from Planning Staff regarding the case.

SPAHN responded they did not.

SHERMAN asked Mr. Spahn to explain his primary concern about dupelx zoning.

SPAHN said this case is a proverbial camel's nose under the tent flap. He said there are good substantial houses in the area. He said if the Commission brings this in, it will open the door to futher duplexes in the neighborhood and they are adamantly opposed to that.

KLAUSMEYER asked if the neighborhood has seen improvement to the condition of the property itself since the change of ownership.

SPAHN said the exterior has been brought up from what it was 15 years ago, but they had not seen any immediate improvement, except for the two mailboxes out front.

ALDRICH recommended that the neighborhood contact staff to be put on a notification list in the future.

DIRECTOR SCHLEGEL said just for the record the reason Mr. Spahn did not receive notification

was because the previous NA President was listed in the City records. He said the NA has now notified City staff that Mr. Spahn is now the President. He said notification went to the NA, but it was to a prior President.

KERIN SMITH, 2240 SOUTH CRESTWAY said she is the former President of the Meadowlark Neighborhood Association during the time that this property came to the notice of the neighbors. She said the property had deteriorited for some years before the renovations were done and one of the neighbors went over to see what was happening. She said they reported that there were complete living quarters both upstairs and downstairs; that is when they called OCI. She said OCI went out and talked to the owners who said they had no intention of creating a duplex, but would keep it single family. She said now the new owner is proposing rezoning it to bring it into compliance with the zoning code. She said they oppose this slippery slope into multi-family housing because they feel it will have a deterimental effect on the neighborhood. She mentioned that the next door neighbor is an elderly person and when he passes and the home is right next to a duplex, the attitude may be why not turn that into apartment buildings and it could move right down the block into apartment areas. She said historically the neighborhood has consisted of single family dwellings. She said they have not had good experience with multiple family units in the neighborhood and don't welcome the idea of more of these coming in. She said the neighbors work hard to maintain the neighborhood. She asked the Commission to deny the request and keep this and the rest of the block single family.

DOWNING asked if Ms. Smith had a time frame when the NA talked to OCI.

SMITH indicated it was several years ago, probably around 5 years.

ALDRICH commented that he failed to disclose that he had ex parte communication on the application at the beginning of the discussion.

RIDPATH stated that they did do title work on the property; however, they were not made aware of OCI issues or zoning because the property was sold as a duplex and purchased as a duplex.

FOSTER asked staff if there was any concerns regarding parking if the application is approved.

LONGNECKER said the minimum standard for a duplex is 1 parking space per living unit and he didn't see any issue with that because the drive goes behind the house.

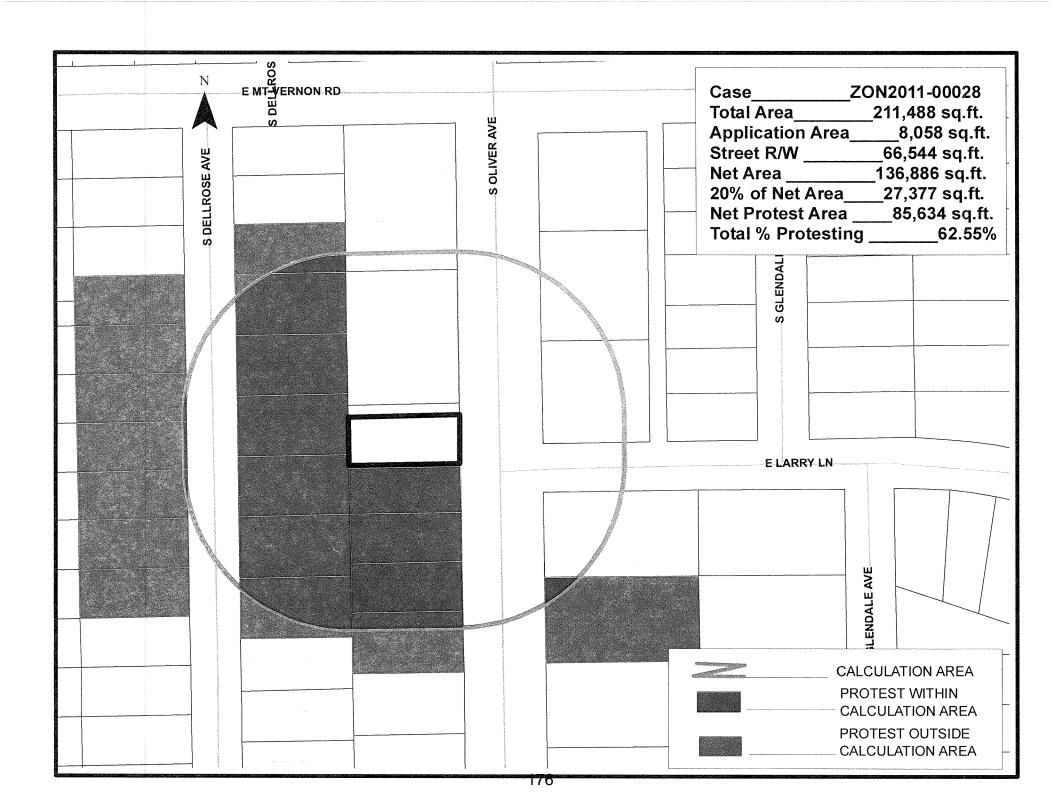
ALDRICH voiced his concerns about the long time battle with the neighborhood and the preivous owner. He cited the Staff Report which referred to the neighborhood as an established residential area and that this was slightly out of character with the zoning in the area. He said he understands the issues with the current owner but said he was opposed to the rezoning.

MOTION: To deny the application

ALDRICH moved, DENNIS seconded the motion, and it failed (8-3). DOWNING, FARNEY, FOSTER, JOHNSON, KLAUSMEYER, MCKAY, MILLER STEVENS, SHERMAN – No.

SUBSTITUTE MOTION: To approve subject to staff recommendation.

DOWNING moved, **JOHNSON** seconded the motion, and it carried (8-3). **ALDRICH, DENNIS, MITCHELL** – No.



City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: VAC2011-00028 – Appeal of a Metropolitan Area Planning Commission's

(MAPC) condition of approval associated with a request to vacate a platted alley generally located between Park Place Street, Market Street, 24th Street North and

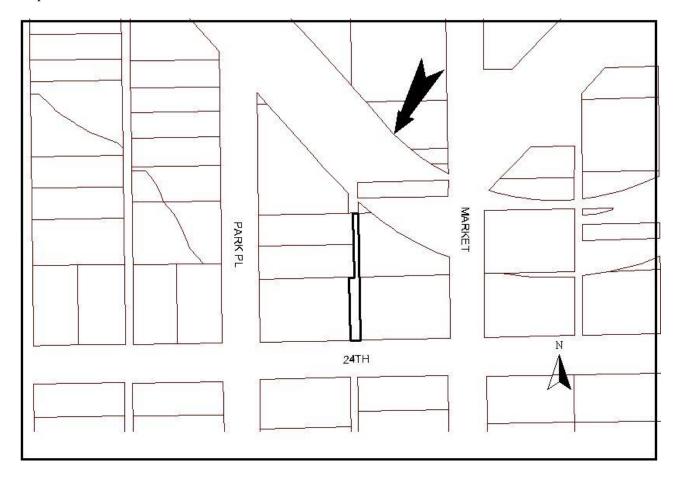
the drainage channel (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

<u>Staff Recommendation:</u> Staff recommends denial of the appeal.

MAPC Recommendation: The MAPC recommends approval of the vacation request subject to the disputed condition.



Background: By policy applicants dissatisfied with the Metropolitan Area Planning Commission's (MAPC) recommended conditions of approval associated with a vacation application are permitted to appeal to the City Council. One of the applicants, the Heflins, is appealing a requirement established by the MAPC that they dedicate an additional six feet of easement along only their ownership; see Condition No. 1 below. The applicants – Mr. and Mrs. Heflin and Mrs. Rodriguez - are proposing to vacate an alley that is 14 feet wide along its southern-half and appears to have been reduced to seven feet along the northern-half of its length. Mrs. Rodriguez owns the property located on the west side of the alley but only along the northern-half of the proposed vacation area. The Heflins own all the other land abutting the proposed vacation.

(1) Dedicate the entire vacated 14-7-foot wide alley as a utility - drainage easement for all public and franchise utilities. <u>Dedicate by separate instrument an additional 6-foot of utility - drainage easement to add to the 14-foot portion of the alley to become an easement; creating a 20-foot <u>wide easement.</u> Dedicate by separate instrument an additional 7-foot of utility - drainage easement to add to the 7-foot wide portion of the alley to become an easement; creating a 14-foot wide easement. Provide Planning with the original dedications with the appropriate signatures, to go with the Vacation Order to City Council for final action and subsequent recording with the Register of Deeds.</u>

The 14-foot wide part of the subject alley is located between Lots 48, 46, 44 and 42 (Park Place side) and Lots 47, 45, 43 and 41 (Market Street side), all in the Garland Brook Addition. These lots are the southern half of the subject alley and are owned by one of the applicants, Mr. and Mrs. Heflin. This is the portion of the alley that would become a 20-foot wide easement and is the subject of the appeal. Conclusive records of the vacation of any of the southern portion of the alley has not been found.

North of these lots, the subject alley appears to be 7 feet wide. This north half of the subject alley abuts the west sides of Lots 39, 37, 35, 33 and 31 (Market Street side), which are owned by Mr. and Mrs. Heflin. West of the 7-foot wide alley are the adjoining Lots 40, 38, 36, 34, 32 and 30 (all Park Place side), all in the Garland Brook Addition. Lots 40-30 even are owned by the other applicant, Josephine J. Rodriguez, aka, Josephine J. Moreno. Lots 40, 38, 36, 34, are also described by the Sedgwick County Appraiser as including the west half of the ally. Conclusive records of the vacation of this northern portion of the west half of the alley has not been found.

The Garland Brook Addition was recorded with the Register of Deeds May 28, 1889. In 1941, a clay sewer line and manhole were placed in the length of the subject alley. The existing sewer line serves only the applicants' properties. The City has had an easement by prescription along the eastern 7 feet (or what used to be the west 7 feet of a 14-foot wide alley) of Ms. Rodriguez's Lots 40, 38, 36, 34, 32 and 30 (Park Place side), since the sewer and manhole were installed. See the attached detailed drawing depicting the existing alley and the abutting lots.

On June 28, 2011, City Council approved the rezoning, ZON2011-00010, of Lots 42, 44, 46, and 48, from B Multi-Family Residential ("B") to GC General Commercial ("GC"). The GC zoning allowed the Heflins, to add "self-storage warehouse" to their existing GC zoned office - warehouse business that fronts Market Street. At that time, the zoning agenda report noted that the southern half of the subject platted 14-foot wide alley separated the Heflin's properties and that they "may want to vacate that portion of the alley to combine his properties into a single zoning lot." None of Ms. Rodriguez's property was involved in the zoning case. The Heflin's have begun construction of the self-service warehouse on their ownership. The Heflin's have built a wall over the existing alley and sewer line, which will require them to enter into a Hold Harmless Agreement with the City, relieving the City of all liabilities for damage to the wall in case of the City needs to replace, repair or maintain the sewer line; Public Works and the Office of Central Inspection will have to verify that there are no other encroachments in the existing alley. At a later date, the Hold Harmless Agreement will be presented for City Council approved.

<u>Analysis:</u> The MAPC and its Subdivision Committee voted (10-0 and 5-0, respectively) to approve the request to vacate the alley, subject to conditions. Per Condition No. 1 listed above, the Subdivision Committee (and subsequently the MAPC) has requested that the Heflins grant an additional six feet of

easement along the west side of southern-half of the alley; and asked Mrs. Rodriquez to dedicate seven feet of easement to replace the prescriptive easement currently in place. Mrs. Rodriquez has agreed to the requested dedication; however, the Heflins are appealing the request of a six-foot easement dedication along their property. The Heflins indicate that the dedication will compromise the aesthetics and functionality of their self-service warehouse (see attached e-mail). The City's standard minimum width for utility easements is 20 feet on a redeveloped site or new development, hence the request for the additional six feet on the south half of the 14-foot wide alley. The Subdivision Committee and the MAPC did not expand the northern portion of the alley beyond a 14-foot easement because it would create an encroachment of one of the Ms. Rodriquez's existing building and there was no new development on her property. At the Subdivision Committee meeting, Mr. Heflin, spoke against that portion of Condition No. 1 that required dedication of an additional six feet of utility and drainage easement on his properties.

None of the applicants, including Mr. and Mrs. Heflin, were present at the December 8, 2011, MAPC public hearing meeting to appeal or protest the Subdivision Committee's recommendation. The Heflins are now appealing the MAPC's conditions of approval, specifically that portion of Condition #1 that requires dedication of an additional 6-foot of utility and drainage easement to add to the existing southern platted 14-foot wide portion of the alley to become a 20-foot wide easement; see attached appeal letter and e-mail. The only action being requested of the City Council by this agenda item is to determine if the requested dedication of an additional six feet of utility and drainage easement, along the east side of Mr. Heflin's Lots 42, 44, 46 and 48 will remain as a condition of approval.

NOTE: VAC2011-00028, the request to vacate this platted alley, is also on today's City Council Agenda as a separate agenda item. Consideration of the vacation of the subject alley should follow the Council's action on this appeal. There are four dedications for drainage and utility easements attached to the request to vacate the alley. Dedication (1a) would make the south portion of the alley a 20-foot drainage and utility easement and that is what the applicant is appealing. Approval of the appeal would throw this dedication out. Denial of the appeal would send dedication (1a) to the Register of Deeds for recording, along with the other dedications, the restrictive covenants and the Vacation Order.

<u>Financial Considerations:</u> All recommended improvements are to City standards and at the applicant's expense.

Goal Impact: The appeal does not support the City's goal to ensure Efficient Infrastructure that is facilitated by the City's minimum easement width standard of 20 feet.

Legal Considerations: None.

Recommendation/Actions: (1) It is recommended that the City Council DENY the appeal and follow the MAPC's and Subdivision Committee's recommendation that requires dedication of an additional 6-foot of utility and drainage easement along the vacated 14-foot portion of the alley to create a 20-foot wide easement; or (2) approve the appeal and eliminate the requirement to dedicate an additional 6 feet of utility and drainage easement.

<u>Attachments:</u> Appeal letter, e-mail explanation of appeal and map.

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: VAC2011-00028 – Request to vacate a platted alley generally located between

Park Place Street, Market Street, 24th Street North and the drainage channel

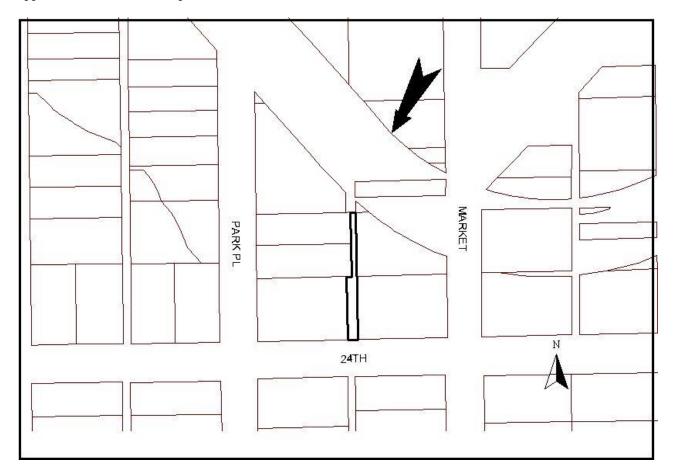
(District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request.



Background: The applicants are requesting the vacation of the platted subject alley, as described:

(a) The 14-foot wide part of the subject platted alley located between Lots 48, 46, 44 and 42 (Park Place side) and Lots 47, 45, 43 and 41 (Market Street side), all in the Garland Brook Addition. These lots are the southern half of the subject alley and are owned by one of the applicants, Mr. and Mrs. Heflin. A conclusive record of the vacation of any of the southern portion of the alley has not been found.

(b) North of these lots, the subject alley appears to be 7 feet wide. This north half of the subject alley abuts the west sides of Lots 39, 37, 35, 33 and 31 (Market Street side), which are owned by Mr. and Mrs. Heflin. West of the 7-foot wide alley are the adjoining Lots 40, 38, 36, 34, 32 and 30 (all Park Place side), all in the Garland Brook Addition. Lots 40-30 even are owned by the other applicant, Josephine J. Rodriguez, aka, Josephine J. Moreno. Lots 40, 38, 36, 34, are also described by the Sedgwick County Appraiser as including the west half of the alley. Conclusive records of the vacation of this northern portion of the west half of the alley has not been found.

The Garland Brook Addition was recorded with the Register of Deeds May 28, 1889. In 1941, a clay sewer line and manhole were placed in the length of the subject alley. The existing sewer line serves only the applicants' properties. The City has had an easement by prescription along the eastern 7 feet (or what used to be the west 7 feet of a 14-foot wide alley) of Ms. Rodriguez's Lots 40, 38, 36, 34, 32 and 30 (Park Place side), since the sewer and manhole were installed.

Analysis: The MAPC voted (10-0) to approve the vacation request with the following conditions:

- (1) Dedicated the entire vacated 14-7-foot wide alley ROW as a utility drainage easement for all public and franchise utilities. Dedicate by separate instrument an additional 6-foot of utility drainage easement to add to the 14-foot portion of the alley to become an easement; creating a 20-foot wide easement. Dedicate by separate instrument an additional 7-foot of utility drainage easement to add to the 7-foot wide portion of the alley to become an easement; creating a 14-foot wide easement. Provide Planning with the original dedications with the appropriate signatures, to go with the Vacation Order to the City Council for final action and subsequent recording with the Register of Deeds.
- (2) Provide a Hold Harmless agreement absolving the City of liability in regards to an encroaching wall and any other encroaching structures. To be provided to Public Works prior to the case going to the City Council for final action.
- (3) Provide restrictive covenants (with original signatures) binding and tying the vacated portions of alley right-of-way to the abutting properties. These will go with the Vacation Order to the City Council for final action and recording with the Register of Deeds and subsequent recorded with the Appraiser's Office.
- (4) Obtain the signatures of the other two abutting property owners, agreeing to vacate the alley. To be provided to Planning prior to the case going to the City Council for final action.
- (5) Provide an access easement to Lot 31, Garland Brook Addition; the access easement will not be needed if the owner of the subject lot sells to Daniel and Elizabeth Heflin, currently the only applicant to the vacation request. Provide Planning with verification by a title company (signed) of new ownership.
- (6) Provide a legal description of the vacated alley ROW, on a Word document, via E-Mail, to Planning, prior to the case going to the City Council for final action.
- (7) All improvements shall be according to City Standards and at the applicant's expense. If needed, provide required guarantees or approved projects to ensure relocation and/or relocation of utilities, including, but not limited to, drainage and continuation of curb and gutter. All provided prior to the vacation case going to the City Council for final action.
- (8) Any relocation or reconstruction of utilities, made necessary by this vacation shall be the responsibility of the applicants and at the applicants' expense.
- (9) Per MAPC Policy Statement #7, all conditions are to be completed within one year of approval by the MAPC or the vacation request will be considered null and void. All vacation requests are not complete until the Wichita City Council or the Sedgwick County Board of County Commissioners have taken final action on the request and the vacation order and all required documents have been provided to the City, County and/or franchised utilities and the necessary documents have been recorded with the Register of Deeds.

No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. NOTE: The applicant did not attend the MAPC hearing, but is appealing a portion of Condition #1, at today's City Council meeting; see appeal report on today's agenda. Action on this vacation request should be after the appeal is resolved. No written protests have been filed.

<u>Financial Considerations:</u> All recommended improvements are to City standards and at the applicant's expense.

Goal Impact: The MAPC's recommendation supports the City's goal to Ensure Efficient Infrastructure.

<u>Legal Considerations:</u> The Law Department has reviewed and approved, as to form, the Vacation Order, the dedications by separate instruments for utility and drainage easements, and the covenants. A certified copy of the Vacation Order, the dedications by separate instruments for utility and drainage easements and the covenants will be recorded with the Register of Deeds.

<u>Recommendation/Actions:</u> Follow the recommendation of the Metropolitan Area Planning Commission to approve the Vacation Order and authorize the necessary signatures.

Attachments: None.

TO: Mayor and City Council

SUBJECT: Petition for Water Distribution System for an area south of Maple, east of Julia

(District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the new petition.

Background: On December 13, 2011, the City Council approved a petition for a water distribution system for an area south of Maple, east of Julia. An attempt to award a construction contract within the budget set by the petition was not successful. The developer has submitted a new petition with an increased budget. The petition has been signed by two owners representing 100% of the improvement district.

<u>Analysis:</u> The project will provide a water distribution system for an existing commercial development located south of Maple, east of Julia.

<u>Financial Considerations:</u> The existing petition totals \$14,000. The new petition totals \$26,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing water improvements for a commercial development.

<u>Legal Considerations:</u> State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district. The Law Department has approved the new petition and resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the new petition, adopt the resolution and authorize the necessary signatures.

Attachments: Map, CIP sheet, petition and resolution.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

To Initiate Project
To Revise Project
X

1 Prepare in hiplicate

2 Send original & 2 expics to budget

3. City Manager to sign all copies.

4. File original \mathbf{w}' initiating resolution in City Clerk.

Return 2nd copy to initiating department
 Send 3rd copy to Controller.

					Date			Date		
								,		
Division Head		Departmen	Head		Budget Of	licer		City Manag	#F	
13. Recommendation: Approx	re the petitio	n and adopt t	he resolution							
	 	 		ı	I					
Total Prelim, Estimate					1					
Total CIP Amount Budgeted	1	1		-	1					
Totals		\$26,0	00	526.000		448 90	513			
Fraffic Signals & Turn Lanes						"Water (Littity			
Water		\$76,0	to	\$24,00	1	100% Pe	then			
Sidenalk					Remarks:					
Sanitary Sewer										
Drainage					1	Ordered by WCC				
Beidge						Petition	x			
Paring, grading & court.						Lat Spitt				
Right of Way	-				-	Platting Required				
ITEM	co	SA	OTHER*	TOTAL			Yes		No	
	Т .	et Cout Estimate		1	124.					
As Regimed	As Required	C COMPANIE DE	•	22. 12 spectronises						
NI 9. Estimated Start Date	10 Estimated	Completion Date		11. Project Resised	<u> </u>					
•			201		o. approve	q aree base				
Public Works & Utilities 5. CIP Project Number	Eng & Arch 6. Accounting	Number	1/26/2012 7. CIP Project	Water Distribution Sy. Date (Year)		a south of blapte, east by WCC Date	ol Juhn			
	L									
1. Initiating Department	2. Initiating I	Division .	3. Date	4. Project Description	n & Location					
						0. Sep	1 3rd copy to Com	rouer.		

First Published in the Wichita Eagle on February 17, 2012

RESOLUTION NO. 12-042

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF WATER DISTRIBUTION SYSTEM NUMBER 448-90543 (SOUTH OF MAPLE, EAST OF JULIA) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING WATER DISTRIBUTION SYSTEM NUMBER 448-90543 (SOUTH OF MAPLE, EAST OF JULIA) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION1. That Resolution No. 11-280 adopted on December 13, 2011 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90543 (south of Maple, east of Julia).**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Twenty-SixThousand Dollars** (\$26,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2011**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

A Tract of Land located in Northeast Quarter of Section 27, Township 27 South, Range 1 West in the 6th Principle Meridian, Wichita, Sedgwick County, Kansas described as follows:

The West 165 feet more or less of the East 1003.7 feet of the North 629.58 feet in said Northeast Quarter EXCEPT for street right-of-way on the North and EXCEPT for the South 30 feet for street dedication.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

A Tract of Land located in Northeast Quarter of Section 27, Township 27 South, Range 1 West in the 6th Principle Meridian, Wichita, Sedgwick County, Kansas described as follows:

The West 165 feet more or less of the East 1003.7 feet of the North 629.58 feet in said Northeast Quarter EXCEPT for street right-of-way on the North and EXCEPT for the South 30 feet for street dedication.

Above described improvement district shall pay 100% of the improvement cost.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

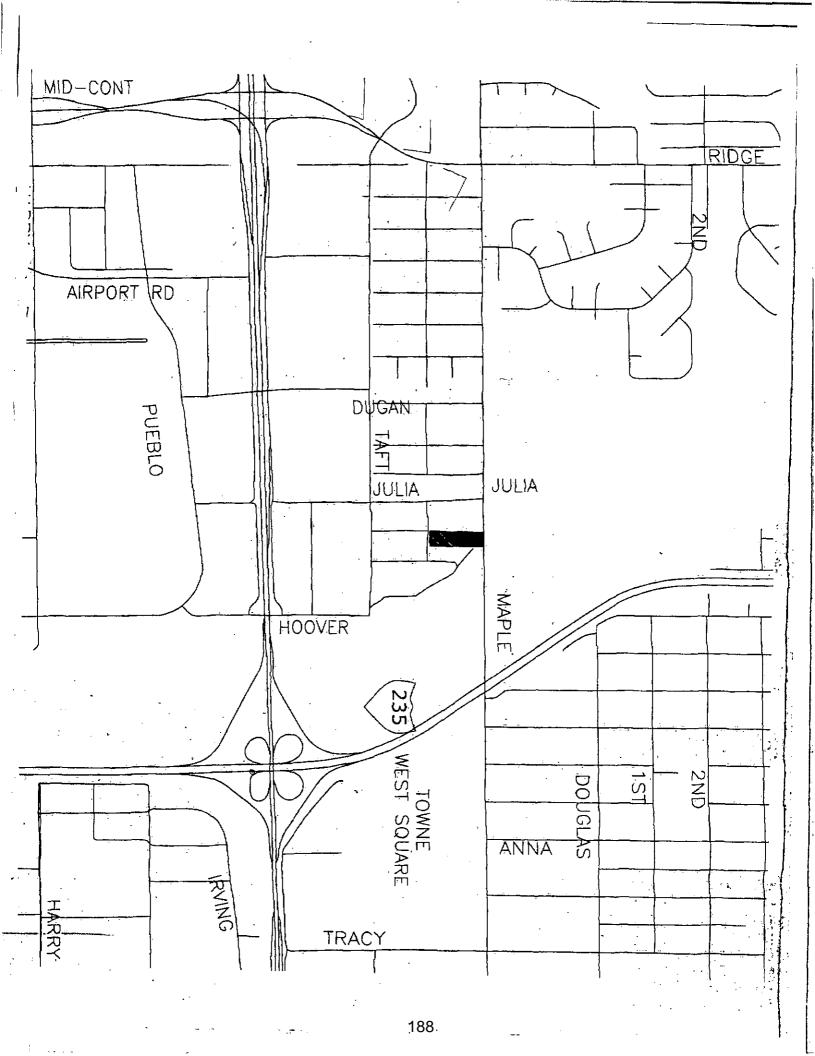
SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of V	Wichita, Kansas, this 14 th day of February, 20
ATTEST:	CARL BREWER, MAYOR
KAREN SUBLETT, CITY CLERK	
(SEAL)	
APPROVED AS TO FORM:	
GARY E REBENSTORE	

DIRECTOR OF LAW



WATER MAIN PETITION

RECEIVED

To the Mayor and City Council Wichita, Kansas

退 26 12

Dear Council Members:

CITY CLERK OFFICE

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

A Tract of Land located in Northeast Quarter of Section 27, Township 27 South, Range 1 West in the 6th Principle Meridian, Wichita, Sedgwick County, Kansas described as follows:

The West 165 feet more or less of the East 1003.7 feet of the North 629.58 feet in said Northeast Quarter EXCEPT for street right-of-way on the North and EXCEPT for the South 30 feet for street dedication.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq. as amended, as follows:

(south of Maple, east of Julia)

- (a) That there be constructed a water main, valves, fire hydrant, and appurtenances along the south Maple Street right-of-way line, approximately 400 east of Julia Street. That said improvements be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being TWENTY SIX THOUSAND DOLLARS (\$26,000), with 100% percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after April 1, 2011.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

A Tract of Land located in Northeast Quarter of Section 27, Township 27 South, Range 1 West in the 6th Principle Meridian, Wichita, Sedgwick County, Kansas described as follows:

The West 165 feet more or less of the East 1003.7 feet of the North 629.58 feet in said Northeast Quarter EXCEPT for street right-of-way on the North and EXCEPT for the South 30 feet for street dedication shall pay 100/100 of the total cost of the improvement.

Above described improvement district shall pay 100% of the improvement cost.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

- 2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.
- 3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.
- 4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

1003.7 feet of the North 629.58 feet in said Northeast Quarter EXCEPT for street right-of-way on the North and EXCEPT for the South 30 feet for street dedication

193

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.

Kim Petton
Name

ivaine

455 N Main St.

268-4499

Telephone Number

Sworn to and subscribed before me this day of

day of

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Deputy City Clerk

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King Children

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TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Freestyle Motorcross)

(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Freestyle Motorcross March 1, 2012 7:00 am – March 2, 2012 2:00 am

- § William Street, St. Francis Street to Commerce Street.
- **§** Waterman Street, St. Francis Street to Emporia Street West bound lane.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

<u>Financial Consideration</u>: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

<u>Legal Consideration</u>: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Jason Aldean)

(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

<u>Jason Aldean March 16, 2012 7:00 am – March 17, 2012 2:00 am</u>

- § William Street, St. Francis Street to Commerce Street.
- **§** Waterman Street, St. Francis Street to Emporia Street West bound lane.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

<u>Financial Consideration</u>: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

<u>Legal Consideration</u>: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

TO: Mayor and City Council

SUBJECT: Community Events – St. Pats Dave Hammer Memorial Run (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Clark Ensz, Clark Ensz, Inc. is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

St. Pats Dave Hammer Memorial Run March 17, 2012 10:00 am - 10:30 am

Waterfront Parkway, Thirteenth Street to Webb Road

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

<u>Financial Consideration</u>: The event promoter is responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

TO: Mayor and City Council

SUBJECT: Substation Maintenance Contract (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: To insure the highest level of electric service reliability, Water Utilities has owned, operated and maintained an overhead power line system associated with the City's raw water supply wells located in the Equus Beds since the early 1950s. The power needed to operate the expanded wellfield and facilities associated with Aquifer Storage and Recovery (ASR) Phase II and future phases required the construction of a 138 kV substation. Due to specialized nature of a substation many of the maintenance activities cannot be performed by City Staff. As a result, the City has solicited proposals for procurement for a vendor/contractor to provide routine maintenance at the substation.

Analysis: The substation is a critical facility that not only provides power to the ASR Phase II Sewer Water Treatment Plant and River Intake but the wellfield as a whole. The Request for Qualifications (RFQ) with a sealed cost proposal was issued October 26, 2011. Proposals were received from ProEnergy Services, Electrical Reliability Services/Emerson Network Power, Utility HelpNet, Siemens and Shermco Industries. The Staff Screening and Selection Committee (SSSC) met to shortlist and the recommendation from the SSSC was to interview ProEnergy Services and Utility HelpNet. Interviews were held on November 3, 2011. Both companies were considered qualified, capable and responsive enough to perform the duties as called out in the RFQ and all references checked shared exceptional experiences with both. The SSSC recommended Utility HelpNet based on its intimate knowledge of the substation as it was involved in the design, construction and startup of the substation as well as its local presence.

<u>Financial Consideration:</u> These services will be paid from the Production and Pumping Division's operating budget in the Water Fund. The services to be provided under this agreement will be on an annual basis with the option to renew for up to three years. Utility HelpNet's fees will be \$32,000 for 2012 and 2013 and \$50,000 in 2014. The increase in cost in 2014 provides for the required 3-Year inspection and maintenance which is more involved than the annual inspections and maintenance that will be performed during 2012 and 2013.

<u>Goal Impact</u>: This project addresses the Ensure Efficient Infrastructure goal by assuring that the City is able to provide an adequate supply of water to its customers.

<u>Legal Considerations:</u> The agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR MAINTENANCE SERVICES

THIS AGREEMENT is by and between	The City of Wichita, Kansas	("CITY/OWNER") and
Utility	HelpNet,	Inc.
("CONTRACTOR").		

WHEREAS, the CITY intends that the CONTRACTOR, upon written authorization as hereinafter specified, shall perform services as provided; which are in accordance with the project scope and any addenda thereto.

NOW, THEREFORE, the CITY and the CONTRACTOR for the consideration hereinafter set forth agree as follows:

ARTICLE 1 - CONTRACTOR RESPONSIBILITIES AND BASIC SERVICES

- A. The CONTRACTOR agrees to perform services in connection with projects as hereinafter stated.
- B. All work to be performed by the CONTRACTOR shall be authorized in writing.
- C. The services to be performed under this Agreement shall be commenced upon Substantial Completion of the Bid Package I2 (Substation Construction) Project, with an option to renew on an annual basis for up to three years at the prices provided herein. Unless said services to be provided are considered defective work to be corrected by the Prime Contractor, J. F. Electric, Incorporated, or his designee, for a period of one year after the date of Substantial Completion per the Design/Bid/Build Agreement with J. F. Electric, Incorporated, General Condition 13.07, attached herein as reference.
- D. The CONTRACTOR shall inform the CITY in writing of any additional firms it intends to hire to perform work in connection with this Agreement and shall keep the CITY informed on any changes or additions to this information. The CITY will approve any additional firms prior to commencement of work per this Agreement. The CONTRACTOR shall be responsible for the performance of the additional firm(s). Nothing contained herein shall create any contractual relationship between any additional firm(s) and the CITY.
- E. CONTRACTOR shall provide the Scope of Services as defined in Exhibit A.
- F. The CONTRACTOR shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts or errors and omissions of the CONTRACTOR, its agents and employees. If the CONTRACTOR knows of the damage the CONTRACTOR shall notify the CITY immediately. If the CITY discovers the damage, CITY will notify CONTRACTOR immediately. Repair shall be accomplished under CITY direction and to CITY specifications so property is in as good or better condition than before damage. The CONTRACTOR shall provide the CITY with a certificate of liability coverage.

ARTICLE 2 – THE CITY'S RESPONSIBILITIES

The CITY shall:

- A. Provide full information including detailed scope as to its requirements for the services.
- B. Give prompt notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any discrepancies in the services provided.
- C. Furnish, or direct the CONTRACTOR to provide at the CITY's expense, any necessary additional services.
- D. The CONTRACTOR is not liable for delays in performance which are caused by the CITY, the CITY's Contractors, or events which are outside the control of the parties and could not be avoided by the exercise of due care.

ARTICLE 3 – PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the CITY shall pay the CONTRACTOR for services furnished, and the CONTRACTOR shall accept as full payment for such services, amounts of money computed as follows:

3.01 TOTAL COMPENSATION:

The CITY agrees to pay and the CONTRACTOR agrees to accept for the services contained in Article I contracted herein the following prices based on Utility HelpNet Hourly Rates & Terms dated January 3, 2011 and incorporated into this Agreement as Exhibit B:

PRICE BREAKDOWN

Description	Estimated Labor Hours	Labor <u>Amount</u>	Equipment	<u>Total</u>
Telephone Engineering Technical Support		\$5,000		\$5,000
On-Site Support Services for Training		\$5,000		\$5,000
Monthly Inspections & Reporting	96 hours	\$12,000		\$12,000
Annual Inspections & Maintenance	70 hours	\$7,000	\$3,000	\$10,000
3-Year Inspections & Maintenance	160 hours	\$16,000	\$12,000	\$28,000

Total of all Prices \$60,000

This amount shall include all services rendered by the CONTRACTOR under this Agreement including all travel, living and overhead expenses incurred in connection with performing the services herein except for special services authorized in writing by the CITY. The sum above stipulated shall be considered a "Not to Exceed" cost to the CITY. CONTRACTOR shall submit an invoicing schedule to be approved by the Project Manager.

Upon submission of CONTRACTOR invoicing to the CITY, payment shall be issued. It is to be understood and agreed that the CITY may require up to 30 days to process payment after date of receipt of invoicing.

ARTICLE 4 – TERMINATION OF CONTRACT

4.01 TERMINATION FOR CAUSE

In the event a material breach of this Agreement remains uncured following reasonable notice of said breach, the non-breaching Party may terminate this Agreement upon written notice specifying the effective date thereof, provided the other party shall have at least ten (10) days to cure any such alleged breach. In the event CONTRACTOR illegally discriminates among or against any person or persons, no opportunity to cure such breach need be provided by the CITY.

4.02 TERMINATION FOR CONVENIENCE

The CITY may terminate this Agreement at any time upon reasonable notice specifying the date thereof, provided the CONTRACTOR shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination. The CITY's liability for termination of this Agreement shall not exceed the total amount of this Agreement.

4.03 EFFECT OF TERMINATION

- A. Ownership of Work Product. In the event of termination, all finished and unfinished work product(s) prepared by CONTRACTOR pursuant to this Agreement shall become the sole property of the CITY, provided the CONTRACTOR is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. CONTRACTOR shall not be liable with respect to the CITY'S subsequent use of any incomplete work product, provided CONTRACTOR has notified the CITY in writing of the incomplete status of such work product.
- B. <u>CITY'S Right to Set-Off and other Remedies</u>. Termination shall not relieve CONTRACTOR from liability to the CITY for damages sustained as the result of CONTRACTOR'S breach of this Agreement; and the CITY may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

ARTICLE 5 – CHANGE ORDERS OR EXTENSIONS

The CITY may, from time to time, require changes in the scope of the services of the CONTRACTOR to be performed herein. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written Change Orders or Extensions to this Agreement.

If the CONTRACTOR determines that a request by the CITY during the course of completing the services defined herein is not included in the scope of services defined, the CONTRACTOR shall submit to the CITY's Project Manager, in writing, a claim within three (3) business days of the CITY's request or of the event that prompted the proposed change.

A claim is any demand, contention, or assertion by the CONTRACTOR seeking additional time or money under the contract. Claims by the CONTRACTOR must be made in writing as specified herein. Claims from the CONTRACTOR must contain all of the following:

- 1. A narrative statement referencing and attaching the supporting documentation and specifically describing the legal, factual and contractual basis of the claim;
- 2. If the claim alleges delay to the work, the claim must include the precise number of days claimed, all alleged impacts, financial or otherwise, on the work, and the specific amount of money, if any, claimed as a result of the delay as well as a detailed critical path schedule analysis illustrating that the delays claimed were on the critical path of the project;
- 3. If the claim alleges acceleration or constructive acceleration of the work, the claim must include the precise number of days time extension the CONTRACTOR contends it would have been entitled to receive, but for the acceleration, and the precise number of days by which the work has been accelerated. No claims for acceleration for work that is not on the critical path shall be permitted. Claims for acceleration must be accompanied by a detailed CPM analysis. Claims for acceleration shall be limited to the premium portion of labor costs incurred for overtime.
- 4. If the claim is for additional compensation, the claim must include a detailed calculation of the precise amount claimed with all supporting documentation. All claims must reference the specific contract provisions relied upon to support the claim. All claims must specifically reference, by name, this Article 5 and the fact that the claim is being submitted under this Article 5. Any writing or other form of notice, however designated, which fails to specifically reference this Article 5, by name, shall not be deemed to constitute a valid claim hereunder.

Items 1, 2, 3, and 4 above shall hereinafter be referred to as the "Final Accounting." A claim must be made in writing within three (3) business days after the occurrence of the event giving rise to the claim or the right to submit a claim is waived. The CONTRACTOR shall submit all information reasonably available that is otherwise required in the Final Accounting at the time of the claim. Failure to timely provide the Final Accounting shall constitute a waiver of the claim.

All requests for additional time or money by the CONTRACTOR shall be considered a separate claim and shall follow the claim procedures specified above. All information required in the Final Accounting must be submitted within the time limits established herein, and no supplementation of the information shall be permitted. Any attempted reservation of the right to submit or supplement an earlier made claim shall be void.

After review of the claim, the CITY shall make a decision whether the CONTRACTOR is entitled to a Change Order. If in the opinion of the CITY, the CONTRACTOR is entitled to a Change Order, the Project Manager shall the Change Order process, in accordance with CITY Procedures. CONTRACTOR shall not proceed with the work pursuant to such claim until receipt of written approval from the Project Manager. If in the opinion of the CITY, the CONTRACTOR is not entitled to a Change Order, the CONTRACTOR shall receive notice of the decision in writing from the Project Manager within five (5) business days of receipt of the claim by the CITY.

Claims shall be hand delivered to the following:

Debra Ary, P.E., Superintendent of Production & Pumping and Project Manager City of Wichita
Public Works & Utilities
1815 W. Pine St.
Wichita, KS 67203

ARTICLE 6 - INSURANCE REQUIREMENTS

The CONTRACTOR providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the CITY, until final acceptance by the CITY of all work covered by this Agreement the following types of insurance. The policy limits required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

A. Workers' Compensation:

State: \$500,000 per occurrence
 Employer's Liability \$1,000,000 per occurrence

B. Comprehensive General Liability shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the CONTRACTOR:

General Aggregate \$2,000,000
 Products - Completed Operations Aggregate \$1,000,000 per occurrence
 Personal and Advertising Injury \$1,000,000 per occurrence
 Each Occurrence (Bodily Injury and Property Damage) \$1,000,000 per occurrence
 Excess or Limbrella Liability

5. Excess or Umbrella Liability

1) General Aggregate \$2,000,000 2) Each Occurrence \$2,000,000

The Comprehensive (also commonly referred to as "Commercial") General Liability Insurance shall be written in a comprehensive form and shall protect CONTRACTOR against all claims arising from injuries to persons (other than CONTRACTOR's employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONTRACTOR, its agents, officers, employees, consultants or subcontractors in the performance of CONTRACTOR's services under this Agreement.

C. Automobile Liability:

1. Combined Single Limit \$1,000,000 per occurrence

D. Property Damage liability insurance will provide Explosion, Collapse and Underground (X,C,U) coverages where applicable.

Every policy, required above shall be primary insurance, and any insurance carried by the CITY, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by CONTRACTOR. No additional insured endorsement to the policy required by this paragraph shall contain any exclusion for bodily injury or property damage arising from completed operations.

Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverages, conditions and limits shall constitute a material breach of the Agreement. In such event, as its sole discretion, the CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the CITY shall be repaid by CONTRACTOR to the CITY upon demand, or the CITY may offset the cost of the premiums against any monies due to CONTRACTOR from the CITY.

The CONTRACTOR shall provide Certificates of Insurance to the CITY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Agreement. The Comprehensive General Liability and Automobile Liability Certificates of Insurance shall have the CITY its elected and appointed officials, officers, employees, agents, representatives and the title of the contract as additional insured. These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified to the extent such change or modification would cause the CITY's mandatory coverage requirements as stated herein to be violated without a thirty (30) day written notice prior to expiration of same to the CITY. The CONTRACTOR may procure and maintain at its own expense, any additional kinds and amounts of insurance that in their own judgment, may be necessary for their proper protection in the performance of the work.

ARTICLE 7 – INDEMNIFICATION

- A. CONTRACTOR hereby agrees to indemnify, defend and hold harmless the CITY, its officials, officers, and employees from any and all third party claims, damages, suits, costs and expenses (including reasonable attorney fees, expert witness fees, court costs, and all associated defense fees), liability, actions or proceedings of any kind or nature to the extent caused or claimed to be caused directly or indirectly by the comparative fault of CONTRACTOR for negligent acts or errors or omissions, its agents, servants, employees or subconsultants occurring in the performance of its design services or construction activities under the Agreement The insurance coverage specified in this Agreement constitutes the minimum requirements and these requirements do not lessen or limit the liability of CONTRACTOR hereunder.
- B. CONTRACTOR agrees that it will contractually obligate its subcontractors and subconsultants to indemnify and hold harmless the indemnitees identified in this Paragraph to the same extent that CONTRACTOR is required to indemnify and hold harmless said indemnitees.
- C. In the event of the filing of record of a lien or verified claim against any property on which the Project is located by, by a subcontractor or subconsultant, or by any other person or entity for which CONTRACTOR may be responsible, CONTRACTOR shall promptly remove the lien or claim in accordance with the laws of the State of Kansas.
- D. CONTRACTOR shall protect, defend, indemnify, and hold harmless the CITY from and against any claims, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) in

- the event that litigation is filed by one of CONTRACTOR's subcontractors or subconsultants for non-payment by CONTRACTOR to that subcontractor or subconsultant.
- E. CONTRACTOR shall take reasonable actions to inform the CITY of known potential patents on processes, designs, or devices that may be incorporated into the Project. CONTRACTOR agrees to protect, defend and save harmless the CITY against any claim or demand for payment for the use of any patented or copyrighted material, process, design, article or device that may enter into the work being performed by CONTRACTOR under this Agreement to the extent that the CITY shall have provided CONTRACTOR reasonable notice of such claim or demand for payment.
- F. The CITY does not agree to indemnify, hold harmless, exonerate or assume the defense of CONTRACTOR or any other person, or entity whatsoever, for any purpose whatsoever by or in connection with this Agreement.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:
 - A. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance or furnishing of the Work.
 - B. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR has considered the information known to CONTRACTOR; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) CONTRACTOR's safety precautions and programs.
 - D. CONTRACTOR is aware of the general nature of work to be performed by CITY and others at the Site that relates to the Work as indicated in the Contract Documents.
 - E. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 Contents
 - F. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 10, inclusive).
 - 2. Exhibits to this Agreement (enumerated as follows):

- a. EXHIBIT A Scope of Work
- b. EXHIBIT B Utility HelpNet, Inc. Hourly Rates & Terms
- c. Revised Non-discrimination and EEO Affirmative Action Program Requirements.
- d. Agreement Between Owner and Contractor for Construction Contract (Bid Package I2 Substation Construction)
- 3. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- 12. The Statement of Qualifications (SOQ) dated October 26, 2011 ...
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Article 5 of this Agreement.

ARTICLE 10 – MISCELLANEOUS

10.01 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.02 Successors and Assigns

A. CITY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.03 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and

binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.04 CONTRACTOR's Certifications

- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of CITY, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive CITY of the benefits of free and open competition;
 - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of CITY, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 11 – OTHER

- A. The laws of the state of Kansas will govern the construction and operation of and the remedies available under this Agreement. Venue for any lawsuit arising under or related to this Agreement shall be before the Eighteenth Judicial District Court of Kansas (Sedgwick County, Kansas) or the United States District Court for the District of Kansas, sitting in Wichita, Kansas.
- B. In the event any dispute arises under this Agreement and during the time such dispute is being resolved, CONTRACTOR hereby agrees that it shall continue performance under this Agreement in accordance with the terms and conditions hereof since time is of the essence and CITY shall continue to compensate CONTRACTOR for all undisputed payment amounts. CONTRACTOR's failure to continue expeditious performance due to a dispute arising under this Agreement, at the option of the CITY, shall be construed as a material breach of this Agreement.
- C. CONTRACTOR and the CITY shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
- D. The term of this Agreement shall commence upon execution and end upon final completion of the services to be provided hereunder by CONTRACTOR. The insurance and indemnification provisions of this Agreement shall survive such termination.
- E. The captions and headings set forth in this Agreement are for convenience and for reference only and shall not be construed so as to define or limit the terms and provisions hereof.
- F. This Agreement is intended as the complete integration of all prior oral or written understandings between the Parties. No prior or contemporaneous additions, deletions or other amendments shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition,

- deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original Agreement.
- G. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.
- H. Except as explicitly provided herein, in no event shall either Party be liable in tort or in contract for any incidental, special, indirect or consequential damages of any kind, including, without limitation, claims for lost profits or loss of goodwill, even if that Party has been advised of the possibility of such damages, by reason of any breach or default under this Agreement. This section shall not be interpreted to affect in any way CONTRACTOR's obligations with respect to a third party.
- I. The signing parties to this agreement do not intend to confer any rights upon any persons not a party to this Contract; accordingly this contract shall not be construed to create any third party beneficiaries.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. Counterparts have been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or have been identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective onAgreement).	(which is the Effective Date of the
OWNER:	CONTRACTOR
By:	By: h- Pargole
Title:	Title: Secretary/Coo (If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest: Line R. Ewen
Title:	
Address for giving notices:	Address for giving notices: Uri/iry HelpNer, Inc. POBOX 9286 Withira RS 67277 License No.: N/A
	(Where applicable)

Page 11 of 11

EXHIBIT A – SCOPE OF WORK

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR MAINTENANCE SERVICES

The scope of services, at a minimum shall include:

- Services for Telephone Engineering Technical Support for Switching Procedures;
- On-Site Support services for training personnel on specific tasks;
- On-Site Engineering Technical Support and providing necessary personnel to assist with routine testing of components and for routine maintenance, based on the following maintenance schedule:

138/12.47 kV Transformers			TA MARCO MARCO	Substation Maintellance Schedule
138/12.47 kV Transformers Fans and Motors Dehydrating Breather 12,47 kV Mains and Tie Vacuum Circuit Breakers 12.47 kV Vacuum Reclosers Battery and Charger System Security System Grounding System Frotection Relaying 138/12.47 kV Transformers 138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV CCVT 138 kV Circuit Switchers	Frequency	Equipment	Sub-System/ Component	Task
Pans and Motors 138 kV Circuit Switchers 12,47 kV Mains and Tie Dehydrating 12,47 kV Mains and Tie Vacuum Circuit Breakers 12,47 kV Vacuum Reclosers Battery and Charger System Security System Crounding System Grounding System Grounding System 138/12.47 kV Transformers 138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV Circuit Switchers 138 kV Circuit Sw		138/12.47 kV Transformers		Inspect transformer physical, mechanical, structural, and operating conditions (oil and winding temperature, tank and bushing oil level, tank pressure, etc.)
Fans and Motors 138 kV Circuit Switchers 12,47 kV Mains and Tie Vacuum Circuit Breakers 12,47 kV Vacuum Reclosers Battery and Charger System Crounding System Grounding System Protection Relaying 138/12,47 kV Transformers 138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV Circuit Switchers				Inspect that tank grounds are installed
138 kV Circuit Switchers 12,47 kV Mains and Tie Vacuum Circuit Breakers 12,47 kV Vacuum Reclosers Battery and Charger System Crounding System Grounding System Crounding System Crounding System Oil 138/12.47 kV Transformers 138/12.47 kV Transformers 138/2.47 kV Transformers 138/4 CCVT			Fans and Motors	Inspect for abnormal noises, proper operation in hand and automatic, lubricate bearings, inspect gearboxes
138 kV Circuit Switchers 12,47 kV Mains and Tie Vacuum Circuit Breakers 12.47 kV Vacuum Reclosers Battery and Charger System Yard Security System Grounding System Grounding System Oil 138/12.47 kV Transformers			Dehydrating Breather	Inspect for proper operation of vacuum/pressure bleeder and silica gel condition
12,47 kV Mains and Tie Vacuum Circuit Breakers 12,47 kV Vacuum Reclosers Battery and Charger System Yard Security System Grounding System Protection Relaying 138/12.47 kV Transformers 138/12.47 kV Transformers 138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV Circuit Switchers				Verify pressure relief devices
12,47 kV Mains and Tie Vacuum Circuit Breakers 12.47 kV Vacuum Reclosers Battery and Charger System Yard Security System Grounding System Grounding System Oil 138/12.47 kV Transformers Load Tap Changer Oil 138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV CCVT	**	138 kV Circuit Switchers		Verify proper SF6 gas pressure
12,47 kV Mains and Tie Vacuum Circuit Breakers 12.47 kV Vacuum Reclosers Battery and Charger System Yard Security System Grounding System Protection Relaying 138/12.47 kV Transformers 138/12.47 kV Transformers Load Tap Changer Oil Switch 138 kV CCVT 138 kV CCVT	Monthly			Record operations counter
Vacuum Circuit Breakers 12.47 kV Vacuum Reclosers Battery and Charger System Yard Security System Grounding System Grounding System 138/12.47 kV Transformers 138/12.47 kV Transformers 138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV Circuit Switchers		12,47 kV Mains and Tie		Record operations counter
12.47 kV Vacuum Reclosers Battery and Charger System Yard Security System Grounding System Protection Relaying 138/12.47 kV Transformers Load Tap Changer Oil Switch 138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV CCVT		Vacuum Circuit Breakers		Inspect that breaker enclosure grounds are installed
Vard Security System Grounding System Protection Relaying 138/12.47 kV Transformers Load Tap Changer Oil Switch 138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV CCVT		12.47 kV Vacuum Reclosers		Record operations counter
Yard Security System Grounding System Protection Relaying 138/12.47 kV Transformers Load Tap Changer Oil Switch 138 kV CCVT 138 kV Circuit Switchers		Battery and Charger System		Battery electrolyte level and density checks
Security System Grounding System Protection Relaying 138/12.47 kV Transformers Load Tap Changer Oil Switch 138 kV CCVT 138 kV Circuit Switchers				Battery charger operation, check for proper float voltage and equalize if necessary
Security System Grounding System Protection Relaying 138/12.47 kV Transformers Oil Switch 138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV CCVT				Check for proper ventilation
Security System Grounding System Protection Relaying 138/12.47 kV Transformers Oil Switch 138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV CCVT 138 kV Circuit Switchers		Yard		Check lighting system for proper operation and replace highs as necessary
Protection Relaying 138/12.47 kV Transformers Load Tap Changer Oil Switch 138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV CCVT		Security System		Verify security system in operation
138/12.47 kV Transformers Load Tap Changer Oil Oil Switch 138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV CCVT		Grounding System		Visually observe fence, switch platform, and bus support structure grounding
138/12.47 kV Transformers Load Tap Changer Oil 138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV Circuit Switchers	Bi-Annual	Protection Relaying		Relay calibration
138/12.47 kV Transformers Load Tap Changer Oil Switch 138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV Circuit Switchers				Protection system functional checks
138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV CCVT		138/12.47 kV Transformers	Load Tap Changer	Verify proper operation, and check for proper oil level in driving mechanism
138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV CIrcuit Switchers				Thermal imaging
138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV Circuit Switchers			Oil	Oil sample and liquid screen and dissolved gas analysis
138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV Circuit Switchers				Verify operation of alarm, control, trip circuits, and pressure devices
138 kV Disconnect/Grounding Switch 138 kV CCVT 138 kV Circuit Switchers				Verify tightness of electrical connections
Switch 138 kV CCVT 138 kV Circuit Switchers				Clean exposed porcelain (bushing, surge arrestor) and check for cracks
138 kV CCVT 138 kV Circuit Switchers		138 kV Disconnect/Grounding		Clean, lubricate, and adjust driving mechanisms
138 kV CCVT 138 kV Circuit Switchers	Annual	Switch		Check contact alignment
				Clean exposed porcelain and check for cracks
				Verify tightness of electrical connections
		138 kV CCVT		Clean exposed porcelain and check for cracks
				Verify tightness of electrical connections
Verify tightness of electrical connections Verify operation of alarm, control, and trip circuits Check heaters for proper operation		138 kV Circuit Switchers		Clean exposed porcelain and check for cracks
Verify operation of alarm, control, and trip circuits Check heaters for proper operation				Verify tightness of electrical connections
Check heaters for proper operation				Verify operation of alarm, control, and trip circuits
				Check heaters for proper operation

		Substati	Substation Maintenance Schedule
Frequency	Equipment	Sub-System/ Component	Task
	138 kV Disconnect/Grounding Switch		Measure contact resistance
	138 kV CCVT		Ratio
	The state of the s		Doble
	138 kV Circuit Switchers		Timing test
	12.47 kV Main Disconnect/Grounding Switches		Measure contact resistance
	12,47 kV Mains and Tie		Timing test
	Vacuum Circuit Breakers		CT megger, ratio, and excitation tests
	12.47 kV Vacuum Reclosers		Timing test
	Control of the Contro		CT megger, ratio, and excitation tests
	12.47 kV Recloser Disconnect Switches		Measure contact resistance
	Surge Arrester 10.2 kV MCOV		Doble
	7.2 kV/240-120V Station Service		Megger
	Transformers		•
	7.2 kV/120 V Potential		Ratio
	Transformers		Doble
	12.47 kV Capacitor Banks		Check capacitor reactance
			Check for proper operation of capacitors internal discharge resistor
			Hi-pot
	Grounding System		Point to Point equipment ground checks
			Ground grid resistance check

City of Wichita Substation Maintenance

EXHIBIT B – PRICE PROPOSAL

Substation Inspection and Maintenance Sealed Cost Proposal

Utility HelpNet, Inc.

October 26, 2011

The costs that appear in this document are based on an opinion of probable cost for the tasks listed on the provided "Substation Maintenance Schedule". We feel there are some modifications that could be made to this list to match industry practice and the Manufacturers guidelines for the equipment installed at the ASR substation. These changes may alter the costs significantly from the stated values.

We have supplied a current price sheet for time and material type work that may arise from time to time throughout this contract. Examples of this type of work is refresher training on equipment, assistance with switching procedures, outage troubleshooting and repairs, storm restoration work.

Cris Naegele, P.E.

Crie Raegele

Substation Inspection and Maintenance Sealed Cost Proposal

Utility HelpNet, Inc.

October 26, 2011

Monthly inspections and reporting: 8 hours - Equipment Costs - None

\$1,000 -

• Laptop Computer

Conduct inspections per attached "Substation Maintenance Schedule". Record all values and prepare summary report of any exceptions found. Prepare a remediation plan to resolve any issues found and an opinion of probable cost of repairs if required.

We also recommend moving the Bi-Annual relaying section to a monthly review of events records recorded by any of the protective devices. The SEL Relays and the Cooper Form 6 controls all have event logs that can provide valuable troubleshooting information and an indication of issues on the overhead power lines. All the protective devices are digital microprocessor relays. There is no manufacturer routine calibration procedure for these devices.

Annual Inspections and maintenance: 70 hours Plus Test Equipment Costs - \$3,000

\$10,000

- Laptop
- Micro-ohmmeter
- Hi-pot
- Relay test set

Several of the requested tasks will require a scheduled outage to complete. Any work on the 138kV devices will require coordination with Westar Energy and an outage on the 138kV bus and both transformers.

3 year Inspections and maintenance: 160 hours Plus Test Equipment Costs - \$12,000

\$28,000

- Laptop
- Micro-ohmmeter
- Hi-pot
- Relay test set
- Power Factor Insulation (Doble)
- CT Analyzer
- Breaker Analyzer

A significant disruption to normal operations can be expected to perform the listed tasks. Entire sections of bus will need to be removed from service for several days to complete the required tasks.



The Operating Support you need... When you need it.

UTILITY HOURLY RATES & TERMS

Straight Time	8:00 AM to 5:00 PM Monday through Friday
Overtime	All hours other than above, including Saturday
Holidays & Sunday	New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Memorial Day, Christmas Eve, Christmas Day.

	Senior. Engineer	Engineer Orafter/Tech.	Clerical/ Helper	Travel
Straight Time	\$125.00	\$75.00	\$40.00	\$25.00
Overtime	\$187.50	\$112.00	\$60.00	\$25.00
Holidays & Sunday	\$250.00	\$150.00	\$80.00	\$50.00

- Unless otherwise agreed within the terms of a contractual agreement signed by authorized employees of Utility HelpNet, Inc., the rates and terms described herein will apply.
- 2. Billing increments will be in 1/2 hour segments. Billing will be closed weekly.
- A normal workday is considered to be the 8-hour period between 8:00 AM and 5:00 PM, Monday through Friday, with one
 hour for lunch. All other hours, including all day Saturday, are considered overtime.
- 4. A minimum of one (1) hour will be charged, at the appropriate rate, for work performed during normal business hours. A minimum of two (2) hours will be charged, at the appropriate rate, for work performed after normal business hours. Minimum hourly charges will apply to work performed over the phone.
- Out-of-Town Field Service A minimum of eight (8) hours per day will apply at the appropriate hourly rate whenever work is done outside of a 50 mile radius of Wichita, KS.
- Travel time will be charged at the appropriate hourly rate, from the time the employee leaves our facility and arrives at the job site; and from the time the employee leaves the job site and returns to our facility.
- A stand-by charge, at the appropriate hourly rate, will apply if our personnel are required to stand-by either on-site or at an
 off-site location or at our facility. This includes holidays, weekends or any other time during or outside of the standard
 workday.
- Actual costs plus 10% will be billed for all fodging and travel expenses (i.e., air fare, car rental, hotel, meets, etc.). Copies
 of receipts will be furnished upon request. Mileage will be charged at the current IRS mileage rate per mile driven.
- Actual costs plus 15% will be billed for all materials billed on Time and Material jobs unless otherwise specified. Copies of receipts will be furnished upon request.
- A per diem charge of up to \$100.00 per day may apply to projects outside of a 50 mile radius of Wichita, KS.
- To protect our personnel from undue hazards, we do not expect them to work excessive hours or in any circumstances deemed hazardous or unsafe in their sole opinion.
- Progressive billing may apply to lengthy jobs/installations.
- 13. Claims for defective workmanship must be made in writing within sixty (60) days from the project end date; such project end date to be specified by Utility HelpNet, Inc. Please refer to our full TERMS & CONDITIONS for details. The terms and conditions set forth by Utility HelpNet, Inc. are an integral part of our services and considered expressively agreed upon, unless otherwise advised in writing.
- Utility HeipNet, Inc. may require a contract for all services. Our standard payment terms are Net 30 days with approved credit.

IMPORTANT: Prices and terms listed are estimates listed for informational purposes only and are Subject to Change Without Notice.

Contact Utility HelpNet, Inc. at (800) 993-1843 for more information and current pricing.

Rev. 1/3/2011

Substation Maintenance Schedule

			The state of the s	
Frequency	Equipment	Sub-System/ Component	188K	Labor Hours Estimate
عاملت	138/12.47 kV Transformers		Inspect transformer physical, mechanical, structural, and operating conditions (oil and winding temperature, tank and	
			Inspect that tank grounds are installed	1
		Fans and Motors	Inspect for abnormal noises, proper operation in hand and automatic, fubricate bearings, inspect gearboxes	
ا ت م ندي		Dehydrating	Inspect for proper operation of vacuum/pressure bleader and silica gel condition	
			Verity pressure relief devices	0.5
	138 KV Circutt Switchers		Verify proper SF6 gas pressure	
·····			Record operations counter	0.5
	12,47 kV Mains and Tie Vacuum		Record operations counter	
	Circuit Breakers		Inspect that breaker enclosure grounds are installed	0.75
	12.47 kV Vacuum Reclosers		Record operations counter	0.75
لنتحمص	Battery and Charger System		Battery electrolyte level and density checks	
E an UK.			Battery charger operation, check for proper float voltage and equalize if necessary	1
Table Market			Check for proper ventilation	
	Yard		Check lighting system for proper operation and replace bulbs as necessary	0.5
Monthly	Security System		Verity security system in operation	. 0.5
	Grounding System		Visually observe fence, switch platform, and bus support structure grounding	
	Record Keeping and Reporting		Entler into maintenance management system and prepare reports	1.5
Bl-Annual	Protection Relaying		Rolay calibration Review Event logs in electronc relays	
Monthly			Protection system functional checks	-
,	Total Monthly			80
	138/12.47 kV Transformers	Load Tap Changer	Verity proper operation, and check for proper oil level in driving mechanism	
ud. Wes			Thermal imaging	T
na Were L		Oil	Oil sample and liquid screen and dissolved gas analysis	ı
en la el Servicio			Verify operation of alarm, control, trip circuits, and pressure devices	1
			Verify tightness of electrical connections	T
Amman			Clean exposed porcelain (bushing, surge arrestor) and check for cracks	4
	138 kV Disconnect/Grounding		Clean, tubricate, and adjust driving mechanisms	
	Switch		. Check contact alignment	I
			Clean exposed porcelain and check for cracks	1
			Verify tightness of electrical connections	4
	138 KV CCVT		Clean exposed porcelain and check for cracks	
Name de selection			Verify tightness of electrical connections	-
The same of the sa				

Substation Maintenance Schedule

Contraction				
Ladrency		Component		Labor Hours Estimate
	138 kV Circult Switchers		Clean exposed porcelain and check for cracks	
			Verify tightness of electrical connections	
	gyvyd mae		Verify operation of alarm, control, and trip circuits	
			Check heaters for proper operation	•
·	,		Measure contact resistance	
~		,	Interrupter dielectric tests	90
,	138 kV Insulators		Clean exposed porcelain and check for cracks	4
	12.47 kV Main		Clean, lubricate, and adjust driving mechanisms	
	Disconnect/Grounding		Check contact alignment	
	OWICE See		Clean exposed porcelain and check for cracks	
		,	Verify tightness of electrical connections	4
	12,47 kV Mains and Tie Vacuum		Clean exposed porcelain and check for cracks	
	Circuit Breakers		Verify tightness of electrical connections	
Annual			Verify operation of alarm, control, and trip circuits	~
			Check heaters for proper operation	
			Check for contact wear	
			Check operating mechanisms, lubricate wear points and all pins in linkage assemblies	
(- 			Measure contact resistance	
			Hi-pot to verify vacuum integrity	12
	12.47 kV Recloser Disconnect	-	Check contact alignment	
	Switches		Clean exposed porcelain and check for cracks	
10.7			Verify tightness of electrical connections	·
	Surge Arrester 10.2 kV MCOV		Clean exposed porcelain and check for cracks	
**********			Verify tightness of electrical connections	*
	15 kV Insulators		Clean exposed porcelain and check for cracks	80
,	7.2 kV/240-120V Station Service		Verify tightness of electrical connections	
	7.2 kV/120 V Potential		Clean exposed porcelain and check for cracks	
	iransformers		Verify tightness of electrical connections	
	12.47 kV Capacitor Banks		Clean exposed porcelain and check for cracks	
			Verify tightness of electrical connections	
T.			Verify operation of alarm, control, and trip circuits	
• •			Check capacitors for physical damage, leaks, bulges	4
	Metering	٠	Meter calibration	
	Yard		Inspect for proper rock surfacing and weed management	2
	Record Keeping and Reporting		Enter into maintenance management system and prepare reports	4
	Total Annual			O.F.
,				,

Substation Maintenance Schedule

Frantiency	Equipment	Sub-Custom/	Tack	I short thousand
		•		Estimate
	138/12.47 kV Transformers		Winding resistance and turns ratio tests	
		-	Perform winding-to-winding and winding-to-ground insulation resistance test	
-			Doble test of windings and bushings	
		-	Core to ground insulation resistance test	
			CT megger, ratio, and excitation tests	1
			Doble surge arrestor	16
	138 kV Disconnect/Grounding		Measure contact resistance	4
	138 kV CCVT		Ratio	
· ·			Doble	·
·	138 kV Circuit Switchers		Timing test	4
· Name's We want	12.47 kV Main Disconnect/Grounding		Measure contact resistance	9
a construction of the cons	12,47 kV Mains and Tie Vacuum		Timing test	
	Circuit Breakers		CT megger, ratio, and excitation tests	91
	12.47 kV Vacuum Reclosers		Trining test	
			CT megger, ratio, and excitation tests	***
	12.47 kV Recloser Disconnect		Measure contact resistance	16
	Surge Arrester 10.2 kV MCOV		Doble	2
	7.2 KV/240-120V Station Service		Меддег	2
Sec. Allered	7.2 kV/120 V Potential		Ratio	
	Transformers		Doble	4
	12.47 kV Capacitor Banks		Check capacitor reactance	
3 Year			Check for proper operation of capacitors internal discharge resistor	·
guminik.	•		Hipot	∞
	Grounding System		Point to Point equipment ground checks	
			Ground grid resistance check	-1
	Record Keeping and Reporting		Enter into maintenance management system and prepare reports	41
The selection was an experience of the selection of the s	Total 3 Year			160

NOTICE...NOTICE...NOTICE

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

- 1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.
- 2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
 d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2,
 - d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
 - e. EXEMPTED from these requirements are:
 - (1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).
 - (2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.
 - (3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.
- 3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any law, regulation or amendments as may be promulgated thereunder.
- 4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.
- 5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than \$5,000.00.

NOTE: You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: http://ep.wichita.gov. Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4508.

REQUEST FOR QUALIFICATIONS NO. – FP130064

PUBLIC WORKS & UTILITIES DEPARTMENT PRODUCTION & PUMPING DIVISION RFP/Q Substation Maintenance for ASR Phase II

Prepared By



October 26, 2011

REQUEST FOR QUALIFICATIONS NO. – FP130064

Table of Contents

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Cover Letter

This proposal is for the City of Wichita Request for Qualification -FP 130064, Substation Maintenance for ASR Phase II.

Company Information: The legal company name is **Utility HelpNet**, **Inc.** The company was incorporated in February 2002, in the State of Kansas.

Principal Contact for Contract: Cris Naegele, COO

Company Headquarters (Sole location)

4118 W 17th Street, N. Wichita, KS 67212 Ph: 316-946-1144 Fax: 316-858-0923

Email: cnaegele@utilityhelpnet.com

Utility HelpNet, Inc. is a privately held corporation. It employs 4 full-time and 2 part-time employees. All employees have substantial electric utility experience. The cumulative experience for employees is over 100 years in electric utilities.

Utility HelpNet, Inc. is a Woman/Minority-owned, emerging business as recognized by the City of Wichita, KS and by the State of Kansas. Utility HelpNet, Inc. participates in the City of Wichita, KS Emerging and Disadvantaged Business Enterprise Program, as noted in the current listing dated 09/01/2011 on the City of Wichita's Purchasing webpage at http://ep.wichita.gov under additional links, Emerging Business Enterprise for Service.

Material Change of Condition: There is no past or current litigation by or towards Utility HelpNet, Inc. that would affect a material change in the company finances.

Utility HelpNet, Inc. is an active associate member of the following organizations:

Kansas Municipal Utilities

Kansas Power Pool

Institute of Electrical and Electronics Engineers

National Electric Testers Association

National Society of Professional Engineers

Business and Market Focus: Utility HelpNet, Inc. bases its entire focus on providing service and support to municipal, industrial, and commercial utility customers. Currently about 90% of the focus is with electric utility customers; 10% with water utility or with administrative and other service functions.

Subcontractors: It is not anticipated that Utility HelpNet, Inc. will utilize any subcontractors on this contract.

By submitting this proposal, **Utility HelpNet**, Inc. hereby certifies it is in compliance with the terms of Request for Qualification -FP 130064, Substation Maintenance for ASR Phase II.

If you have questions regarding any information included in this bid packet, please call me at (316) 946-1144.

Sincerely,

Cris Naegele, COO

October 26, 2011



Section 1.0 - General Information

Relevant Experience: City of Wichita - ASR Project

Utility HelpNet, Inc. (UHN) is a subcontractor on the City of Wichita ASR Project, and has been actively involved in this major project for over three years. We are a subcontractor to CH2M Hill, Inc. for the SCADA portion of the project. Our responsibilities include quality control and field review of other on-site system integrators to ensure conformance to specifications. We also provide field support by verifying the proper operation of newly installed SCADA controls at all well sites.

UHN has also been contracted by CH2M Hill to provide field support for the City of Wichita H1 and I2 Projects. In this capacity we provide technical support and ensure conformance to generally accepted construction practices. We assisted Tri-Axis Engineering, another CH2M Hill subcontractor, in providing control systems training to the local City of Wichita personnel.

In 2010 UHN was subcontracted by JF Electric, Inc. to assist in the construction of the City of Wichita - ASR Substation. In this role we provided engineering expertise in the installation and commissioning of all the substation equipment and the automation of the reclosers on the overhead line H1 project. We continue to provide local support for JFE during the transition from construction to the final stages and completion of this project. UHN also designed and installed the SCADA control portion of the substation and overhead power line projects.

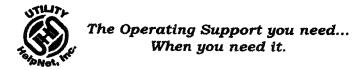
In addition to the extensive technical and professional knowledge required to complete the full scope of these major projects as they occur concurrently, the ASR Project, the H1 and I2 projects, and the ASR Substation projects have required troubleshooting expertise, scheduling flexibility, active communication between all levels of management and staff, and aggressive attention to budgetary detail. We have demonstrated these skills, along with our standard commitment to service on this project from the beginning of construction. We feel we are uniquely qualified to provide ongoing assistance and training to the City of Wichita – Water Utilities.

Local Contractor

0

Utility HelpNet, Inc. is a Wichita, KS corporation. Our employees live in the City of Wichita. We each have a personal, vested interest in supporting and maintaining a reliable source of water now and into the future.

A local contractor can be more responsive. Each of our team members lives only minutes away from the job site, and because we are on hand during the design, building and implementation of the project, we each have a very formidable working knowledge of the substation, and can therefore respond quickly to issues as they occur on the system.



Section 1.0 - General Information (Continued)

Well Rounded Knowledge, Commitment to Excellence

Utility HelpNet has both Water and Electric utility experience. We feel this blend of working knowledge is crucial to providing excellent utility customer service. We know how a disturbance in the electric system can cause a disturbance in water pressure. We also know how a pump that is failing can cause fluctuations in the electric system. The nuances of operating both systems can sometimes be complex, and we are skilled at providing services to help our clients meet these operating challenges.

We have worked in the utility business throughout our careers. We understand the needs of our clients, and the 24/7 nature of the utility business is second-nature to each of us. We are proud that it has become customary for us to maintain strong, working relationships with our clients beyond the initial project.



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Section 2.0 - Contractor Information

Request for Qualifications with Sealed Cost Proposal Substation Maintenance APPENDIX A Contractor information: (Place in Tab 2) a. How long has your organization been in business under its present name? Nine (9) Years b. Under what other former names has your organization operated? N/A c. Corporation: Date of incorporation February . 2002 State of incorporation Kansas d. Provide the name of the representative empowered to conduct business on the Contractors' behalf and furnish a certified copy of the resolution or agreement empowering that representative to do so. Cris Naegele - Secretary/COO e. Provide the name and title of the person who signs on behalf of the corporation. Cris Naegele - Secretary/COO If Contractor is a Joint Venture complete item: N/A f. Describe the relationship between all Contractor team members, and completely describe the role of each team member. For the Contractor provide the following: i. Number of years in business and corporate location as that legal entity. Years ii. Office location(s) from which the project, or portions thereof, will be managed. Street Address City State lii. Provide a Memorandum of understanding or similar written document showing the firm (or partner) commitment to the project team. This item shall not be included in the previously stated maximum page count. City of Wichita October 6, 2011

> PO Box 9286, Wichita, KS, 67277 (800) 993-1843 www.utilityhelpnet.com

Substation Maintenance

RFQ/P



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Section 2.0 - Contractor Information (Continued)

Request for Qualifications with Seeled Cost Proposal Substation Maintenance

g. List Contractors' current local agency licenses.

Business License Sedgwick County N/A

 Provide Contractors financial capability by submitting a copy of their most recent annual report including standard financial statements.

Provided at end of this section.

I. Provide Contractors' bond rating and bonding capacity.

Utility Helphies, inc. has been bonded for S1M for a project in the past but has no recent bonding activity.

 Provide Contractors' Experience Modification Rate and OSHA Lost Time Accident Rate for the last 5 years. Provide a list of all OSHA citations received in the last 5 years.

Utility HelpNet, inc. is exempt from EMR due to its small insurance premium size. A letter from the insurer is available upon request.

Utility HelpNet, Inc. has had Zero (8) OSHA citations or accidents since inception.

 Provide Contractors' insurance limits — types of insurance (workman's compensation, comprehensive general liability, builders risk, etc.)

Commercial General Liability (Occurrence)	\$2,000,000
General Aggregate	54,000,000
Automotive Lability	\$1,000,000
Umbrella	\$5,000,000
Workers Comp	5500:000
Professional Liability	52,000,000

 Provide Contractors' claims' history. A claim is any claim that has been settled by litigation, mediation, dispute resolution, or arbitration in the last 5 years or any existing filed claim(s) unresolved at this time.

N/A

City of Wichita Substation Maintenance

October 6, 2011 RFQ/P



Section 3.0 - Contractor Experience

Project 1: Construction of new Frontier Refinery Substation, 2007-2009

- i. Location: Frontier-Holly Refinery, El Dorado, KS
- ii. Type of Substation: 69kV (Westar) to 12.47kV (Frontier) 74MVA
- iii. Scope of Maintenance Provided: UHN was responsible for design and construction observation of the 12.47kV portion of the substation. This included 2 -12 bay walk-in switchgear units. UHN prepared the scope of services and provide construction observation of the acceptance testing of this equipment. We were also responsible in the preparation of the O&M Procedures for this gear that is performed by Frontier personnel. UHN continues to regularly assist throughout the plant on motor replacements and plant turn-around activities. We maintain a detailed computer model of the Plant's distribution system which consists of over 70 substations and power houses.
- iv. Duration of Contract: Ongoing since 2003
- v. Amount of Work Self-Performed and Work Sub-contracted: 100% Self

Project 2: Distribution System Upgrade 2010

- i. Location: City of Waynoka, OK
- ii. Type of Substation: 40kv (OMPA) to 12.47(City of Waynoka) 6 MVA
- Scope of Maintenance Provided: UHN was the design engineer on this project to change the voltage from 4160V to 12.47kV in the City of Waynoka, OK. This project included reconductoring and replacing poles throughout the City. The substation portion of the project involved replacing three 4kV regulators and step up transformers with three new 12kV regulators and also included the addition of four 12kV reclosers. UHN was responsible for the design and construction observation of this project. We were also responsible for the integration of this new system into the OMPA system wide SCADA system.
- iv. Duration of Contract: 1 year of construction and ongoing services as needed since 2009.
- v. Amount of Work Self-Performed and Work Sub-contracted: 100% Self



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Section 3.0 - Contractor Experience (Continued)

Project 3: Upgrade Idaho Substation, Upgrade SCADA System 2009

i. Location: City of Holton, KS

ii. Type of Substation: 12.47/4.16kV 5 MVA

- iii. Scope of Maintenance Provided: Replace old electromechanical relays with SEL 751A electronic relays. UHN provided the design engineering, procurement, installation, and testing on this contract.
- iv. Duration of Contract: 1 year
- v. Amount of Work Self-Performed and Work Sub-contracted: 100% Self

Project 4: Power Plant and Substation Support 2004-2012

- i. Location: City of Larned, Kansas
- ii. Type of Substation: Old 34.5kV (Midwest Energy) to 13.8kV (City of Larned)
 New 115kV/13.8kV (City of Larned) 16MVA
- iji. Scope of Maintenance Provided: UHN is the design engineer for several upgrades for the City of Larned, KS. We provided engineering and SCADA design and installation services for a power plant upgrade in 2004-2005. We upgraded controls on another generator in 2007. We tested relays throughout the power plant and substation in 2007. We designed and assisted during construction of an additional substation transformer and voltage regulator, designed to assist during peak usage seasons. This unit has been in-use for the last 3 years during peak summer months with minimal additional involvement from UHN. We are presently in the design phase of a new 115kV transmission line and 16MVA transformer for a permanent upgrade to this substation. UHN will install all protective relays and SCADA upgrades.
- iv. Duration of Contract: Ongoing since 2004
- v. Amount of Work Self-Performed and Work Sub-contracted: 100% Self



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Section 3.0 - Contractor Experience (Continued)

Project 5: Operational Support

- i. Location: ONEOK Bushton, KS and Medford, KS Facilities
- ii. Type of Substation: 34.5kv (Midwest Energy) to 4160V (ONEOK) 2 x 5MVA
- iii. Scope of Maintenance Provided: UHN provides ongoing engineering and technical support services for both the Medford and Bushton facilities. We have conducted Arc Flash studies at both locations. We have replaced and tested relays at the Bushton Facility. We have provided on-site and telephone support for motor starting and other operational issues throughout the plants.
- iv. Duration of Contract: Ongoing since 2009
- v. Amount of Work Self-Performed and Work Sub-contracted: 100% Self



The Operating Support you need... When you need it.

Section 4.0 - References

City of Larned, Kansas 417 N Broadway Larned, KS 67550

Austin Battin – Electric Superintendent (620) 285-8585 electdist@sbcglobal.net

City of Minneapolis, KS 218 N Rock St Minneapolis, KS 67467

Barry Hodges -- City Administrator (785) 392-2176 citympls@nckcn.com

Frontier Oil – Eldorado 1401 Douglas Road P.O. Box 1121 El Dorado, KS 67042

Jim Waugh — Chief Engineer (316) 321 — 8308 jwaugh@frontieroil-eld.com ONEOK Bushton 777 Avenue Y Bushton, KS 67427

Tom Gorton – Maintenance Manager 620-562-8363 thomas.gorton@oneok.com

City of Sabetha, KS 805 Main Sabetha, KS 66534

Doug Allen – City Manager 785-284-2158 dallen1@rainbowtel.net

City of Holton, KS 430 Pennsylvania Avenue Holton, KS 66436

Scott Fredrickson (785) 364-3425 distsupt@holtonks.net



Appendix 1 – Key Personnel Resumes

Cris Naegele, Secretary, Chief Operations Officer and co-founder of Utility HelpNet, Inc. Cris received a degree in Industrial Engineering from Wichita State University, and is a registered Professional Engineer #18633 in the State of Kansas, #11744 in the State of Nebraska, and #23361 in the State of Oklahoma. Cris has over 30 years' experience in the utility business.

Cris was responsible for the civil and electrical design of the major new generation project in Larned, KS, in 2004. He has conducted power system studies for the cities of Minneapolis and Burlingame, KS. He updated the standby generator control scheme for the City of Derby, KS Emergency Management building. He was instrumental in designing a new 69/12kv 74MVA substation for Frontier El Dorado Refining Company. He designed and installed the electrical control scheme for a new cooling tower for the city of Hoisington, Kansas. Cris was responsible for designing and installing a state-wide revenue metering system for the Kansas Power Pool. This system covers a dozen communities across Kansas and integrates with three different serving utilities' SCADA systems. Cris served many roles during his 20+ years at KG&E/Westar. He began in the distribution engineering department and progressed through the ranks of area engineer before being promoted to construction supervisor. He supervised many areas including line clearance, revenue metering, line construction, and administration. He left his position as Senior Manager – Wichita Division at Westar and opened his own company, Utility HelpNet, Inc., in 2001. UHN was incorporated in 2002.

Jerry Young is the Chief Engineer for Utility HelpNet, Inc. He is a registered Professional Engineer #6785 in the State of Kansas. Before joining Utility HelpNet, Inc. in 2002, he served over 42 years at KG&E/Westar. Jerry started his career as a substation wireman. While working up through the ranks he received a degree in Electrical Engineering at Wichita State University. He served in many engineering and managerial roles in his career.

Jerry has an extensive background in utility systems. He was the primary designer for the SCADA system installed for the City of Larned, KS in 2004. He performed a system transmission reliability study for Frontier Eldorado Refining Company. He developed and maintains a comprehensive computer model of the Frontier Oil distribution system. Based on this model, he conducted a detailed Arc Flash analysis of the refinery's power system. The system contains of two 69/12kv 65 MVA serving substations, 68 smaller substations and more than 150 switch-racks and MCCs. During his tenure at KG&E/Westar, he was the Project Manager for the upgrade of the KG&E Energy Management System. This was a major, multi-year, multi-million dollar upgrade project that involved over 100 engineering and field personnel. He also served as the Project Manager for the statewide Mobile Data System that was responsible for dispatching work orders to hundreds of trucks throughout the system, and is still in use today.

Evan Myers is a recent addition to the Utility HelpNet team. He is a graduate from Wichita State University with a degree in Electrical Engineering. Since joining UHN, he has worked on several key projects including replacing the radio telemetry system for the City of Parson Water distribution system. He is currently serving the Wichita ASR project as the field support engineer on commissioning the new recharge well SCADA system. He was also instrumental in developing and programming the Cooper Form 6 programming in the substation and line reclosers.



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Appendix 2 - Financial Information

UTILTY HELPNET, INC.

INCOME STATEMENT

Year Ending December 31, 2010

REVENUES COST OF GOODS SOLD	\$412,490.83 -\$41,630.34	
GROSS INCOME		\$370,860.49
GENERAL EXPENSES		\$86,499.84
ADMINISTRATIVE EXPENSES		
PAYROLL	\$273,891.30	
OUTSIDE SERVICES	\$3,846.86	
INSURANCE	\$12,149.00	\$289,887.16
TOTAL EXPENSES		\$376,387.00
NET ORDINARY INCOME		-\$5,526.51
Year Ending Dec Non-current Assets Current Assets, Cash	\$9,352.02 \$66,228.37	
Other Assets	\$4,099.92	National description of the second se
TOTAL ASSETS		\$79,680.31
Current Liabilities	\$40,311.60	
TOTAL LIABILITIES		\$40,311.60
Equity and Reserves	\$44,895.22	
Net Income	<u>-\$5,526.51</u>	
TOTAL EQUITY AND RESERVES		\$39,368.71
TOTAL EQUITY AND LIABILITIES		\$79,680.31



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Appendix 3 - Annual Report 2010

Phase print this copy for year retords. Do not mail a copy to the Secretary of State's office.

- 1. Corporation Name: UTILITY HELPKET, INC.
- 2. Business Entity ID No.: 3251113
- 3. Tax Closing Date: Decomber 2010
- 4. State of Incorporation: KS
- 5. Official Mailing Address:
- DAYID G. CROCKETT, PO BOX 9286 WICHITA KS 672776286
- 6. Location of Principal Office:

4118 W. 17th Street, N , Wiehita KS 67212



Electronic Pile Stamp Information:

Filed

- · Date:0412/2011
- · Time:
- 92:13:30 PM

7. Officers:

Cris E. Nargele - Secretary or equivalent (This officer is also a director) 4118 W. 17th Street, N Wichita, KS 67212

Linds R. Kandsen - President or equivalent (This officer is also a director) 4118 W. 17th Street, N Wichita, NS 67212

- S. Director:
- 9. Vature and kind of hacispect

"To engage in any inwited act or activity for which the entity may be organized under the laws of Kansas."

- 16. Total number of thurst of capital mack leaved: 8
- 11. Dees this corporation hold more than 50% equity evenerable in any other business entity on file with the Kansas Socretary of Sunte? No
- 12. Does this corporation own or lease land in Kasan, switable for use in agriculture? No

Federal Employer Identification Number (FEIN): 371420471

"I declare under penalty of parjury pursuant to the lasts of the state of Kansas that the foregoing is true and correct."

Exercised on April 12, 2011

Signature of authorized Officer: Cris E. Naegele

l'ide/l'onitien of the aigner: Secretary-Trensurer Contact phone number: 316-946-1144 E-mail: compréségutilityhelpact.com

Fadi the System

https://www.accesskansas.org/annual-reports/displayFiling.du?tid=do4da4a46002d5b

4/12/2011

Request for	Qualifications	with	Sealed	Cost	Proposal
		Su	bstatio	n Mai	intenance

City of Wichita Department of Public Works and Utilities

SUBSTATION MAINTENANCE

POTENTIAL CONFLICT OF INTEREST

Indicate Appropriately: I am unaware of any potential conflicts of interesting the second conflicts of	rest:	CN
I am aware of the following potential conflict(s) of interest:	and the same and t
Description of potential conflict(s):		
I hereby certify to the best of my knowledge th	at the information above is	true.
Lis Malgel		10/25/2011
Firm's Authorized Representative	***************************************	Date
City of Wichita Substation Maintenance	23	October 6, 2011 RFQ/P

ADDENDUM NO. 1

Request for Qualifications with Sealed Cost Proposals - FP130064

Substation Maintenance

Due: October 26, 2011 at 2:00 p.m. (CST)

The following items provide additional information and clarification for the Request for Qualifications with Sealed Cost Proposals (FP130064) Substation Maintenance Evaluation, and made part of this Request for Qualification with Sealed Cost Proposals (RFQ/P), by issuance of this Addendum. All other requirements, conditions and stipulations in the RFQ/P remain in force.

- 1. Additional information is provided regarding quantity of the different types of equipment listed in the RFQ/P, see attached one-line diagram.
- Additional information is provided regarding the cost proposal. Prices should be provided
 for each line item specified in the scope of services (Section 1.2) including the substation
 maintenance schedule. Prices should include an hourly (or smaller increment as
 applicable) rate and anticipated duration for each activity.
- 3. Additional information is provided regarding the Maintenance Contract terms. The Maintenance Contract will be for one year with an option to renew the Contract under the same terms and conditions for four (4) additional one (1) year terms by mutual agreement of the Parties. The Contract is subject to cancellation by the City at its discretion at any time within the original Contract term, or within any successive renewal upon thirty (30) days written notice.
- 4. Additional information is provided regarding the interview process:
 - a. Interviews are scheduled for November 2nd, 2011, and will be held at City Hall.
 Specific times and location will be provided to those Contractors that have been short-listed.
 - b. The following procedures are to be used for conducting the interviews:
 - i. The interview format will be as follows:

Formal presentation (maximum)

20 minutes

2. Question and Answer Period

10 minutes

ii. Formal Presentation: Proposer is free to present any information they feel will best describe the services they can provide to the City. Proposer should focus on the <u>unique</u> features of their proposed team and approach with specific benefits the Proposer brings to the City of Wichita. The presentation should be made by the proposed Project Manager and key Technical Leads.

- Question and Answer Period: The Proposer will field questions from the Selection Committee.
- iv. Proposers should be sensitive to altotted time and plan their presentation and responses to questions to fit the time allotments defined above.

Each Consultant is required to acknowledge receipt of this Addendum by his signature affixed hereto and to file with and attached to their proposal.

Melinda A. Walker Purchasing Manager

The undersigned acknowledges receipt of this Addendum and the proposal submitted herewith is in accordance with the information, instruction and stipulations set forth herein.

10/25/2011

Date

Utility HelpNer, Inc.

Signature of Company Representative

Print Name of Company Representative

Secretary/Coo

Title

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 7: ASR Program Management Services

(All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No 7.

Background: On October 3, 2000, the City Council approved and instructed staff to begin implementation of the Concept Design Plan for the Integrated Local Water Supply Plan. The Integrated Local Water Supply Plan includes the use of a number of local water supply sources that will be used together to meet the City's water supply needs though the year 2050. On July 10, 2007, the City Council authorized Phase II of the Aquifer Storage and Recovery (ASR) Project.

A Request for Proposal for Program Management Services was issued July 11, 2007, with two proposals being received by The Purchasing Department on August 8, 2007. The Staff Screening and Selection Committee (SSSC) met August 20, 2007, to hear presentations from R.W. Beck and CH2M-Hill. Based on proposals and presentations, the SSSC voted unanimously to recommend that the proposal from R.W. Beck be accepted. On December 20, 2007, the City Council approved an agreement with R.W. Beck for ASR Program Management Services through 2008. On December 2, 2008, the City Council approved a Supplemental Agreement with R.W. Beck to continue Program Management Services for the ASR Phase II through 2009. On December 22, 2009, the City Council approved Supplemental Agreement with R.W. Beck to continue Program Management Services for the ASR Phase II through 2010. On January 25, 2010, the City Council approved Supplemental Agreement with R.W. Beck to continue Program Management Services for the ASR Phase II through 2011.

<u>Analysis:</u> The Integrated Local Water Supply Plan includes a number of components, the most significant of which is the Equus Beds ASR. The project has the potential to eventually capture up to 100 million gallons-per-day from the Little Arkansas River and recharge it into the Equus Beds Aquifer. Staff estimates that the dewatered component of the aquifer can hold up to 65 billion gallons, or about the same amount of water as is stored in Cheney Reservoir.

Significant elements of the Services Agreement reflected in Supplemental No. 7 are:

Task 3: Continued testing and start-up activities for the entire ASR Phase II Program. With the completion of the final pipeline project and remaining recharge wells expected in April, the operation of the entire system can finally be tested in its entirety. This includes not only the Surface Water Treatment Plant and intake, but the Supervisory Control and Data Acquisition system and recharge wells.

Evaluation of potential Assimilable Organic Carbon formation. This evaluation will determine the potential of Assimilable Organic Carbon formation around the new recharge wells and can only be performed using fully treated water from the new Surface Water Treatment Plant. The results will determine whether or not additional treatment or operational modifications to keep the well screens clean may be needed.

Task 4: Completion of Property Acquisition. There remain a few outstanding property and easement acquisition activities that relate to the final pipeline contract as well as continued landowner coordination during construction activities.

Tasks 6 and 7: Program Controls and Bureau of Reclamation Coordination. Monthly, Quarterly and Annual Reports are prepared for the Project as well as the Bureau of Reclamation's Cooperative Agreement. These include tracking of the budget, schedule, invoices that relate to the Bureau of Reclamation's funding as well as technical support of ASR Program Central.

Task 11: Surveying. This supports the maintenance of survey controls for the final project as well as record drawing (as-built) support.

Task 12: Permitting Support. Initial permits have been obtained for the project, however the National Public Discharge Elimination System permit and Kansas Department of Health and Environment Virus Inactivation approval were based on preliminary data prior to implementation or optimization of the treatment processes. This support will provide the additional technical and process data needed to customize the fairly broad initial permits to better suit this unique project.

Task 14: Model Peer Reviews. These reviews of United States Geological Survey's new Groundwater Model and the existing Operations Model support the creation of models that can be used to provide both a defendable water rights accounting system as well as future groundwater use management tool.

Tasks 17 and 19: Startup and Operations Plan Development. The integration of the Operations and Maintenance plans and Standard Operating Procedures provided for each new piece of equipment into an on-line, searchable system will provide staff with a usable document management system.

Task 30: Construction Administration. Pipeline, recharge wells and substation activities will continue through the first part of 2012 and corresponding paperwork and As-Builts must be processed and included in the on-line Operations and Maintenance system.

Surface Water Treatment Plant Interim Operations Oversight and Process Optimization. With the inability to fully test the plant with river water and the use of recharge wells, training opportunities for staff have been theoretical or dealt with the operation of singular components of the system. Interim oversight will allow staff to take on operation of the plant and system with the guidance of a national membrane expert and an experienced process control Engineer. Process Optimization during this time will not only further support staff's operational experience but is anticipated to reduce the ozone and hydrogen peroxide dosage requirements for virus inactivation.

Tasks 31 and 33: Final Completion of Surface Water Treatment Plant and River Intake and Program Closeout. Final completion activities will include the finalization of the membrane guarantee, finish work, final punch list items, transfer of final warranties, and all project deliverables including the searchable archive of all project records.

Tasks 1, 5, 9, 10, 13, 15, 21-29 and 32 were completed prior to 2012 or have been combined with other more encompassing Tasks.

After a detailed review of the entire contract and prioritization and determination of critical tasks, Tasks 2, 8, 16, 18 and 20 were eliminated and Task 7 was significantly reduced to include Bureau of Reclamation reporting activities only. City staff will perform several of the eliminated tasks that must be addressed to finish out the current Phase as well as prepare for future related projects as time allows. Costs for each item were also reviewed in detail and several tasks that involved R.W. Beck to meet with regulatory agencies or other interest group were eliminated.

Financial Considerations: The original agreement was an amount not to exceed \$1,406,303 through 2008. Supplemental Agreement No. 1 for \$108,000 provided aerial photography of the project area for use by all project design engineers. Supplemental Agreement No. 2 for \$481,590 provided surveying of

the entire project area. (Note: Supplemental Agreement No. 2 was about \$262,000 less than the amount quoted by the design firm for this work.) Supplemental Agreement No. 3 for continuation of Services through 2009 is for \$2,964,561. Supplemental Agreement No. 4 was for an amount not to exceed \$570,000 and provided Technical Advisory Services, Pilot testing of the Advances Oxidation Process, Groundwater Flow Model peer Review and Diversion Well Investigation. Supplemental Agreement No.5 was for \$3,562,202 and continued Services through 2010. Supplemental Agreement No. 6 was for \$2,649,105 and continued Services through 2011. Supplemental Agreement No. 7 is for \$1,639,520 and will continue Services through 2012. Supplemental Agreement No. 7 will be the final supplemental contract with R.W. Beck as Services will be complete in 2012.

Funding for this service is available in Capital Improvement Program W-549, Water Supply Projects, which will be funded from a future General Obligation bond issue.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing reliable, compliant and secure utilities and will help assure that adequate water supplies are available for future customers.

<u>Legal Considerations:</u> The Law Department has approved Supplemental Agreement No. 7 as to form.

Recommendation/Action: It is recommended that the City Council approve Supplemental Agreement No. 7 and authorize the necessary signatures.

<u>Attachments:</u> Supplemental Agreement No. 7.

SUPPLEMENTAL AGREEMENT NO. 7

TO THE

AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

BETWEEN

THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"

AND

R. W. BECK, INC. HEREINAFTER CALLED "CONSULTANT"

FOR

PROGRAM MANAGEMENT SERVICES ASSOCIATED WITH INTEGRATED LOCAL WATER SUPPLY PLAN IMPLEMENTATION

WITNESSETH:

WHEREAS, there now exists an Agreement between the two parties covering program management services to be provided by the CONSULTANT in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, Paragraph IV.D. of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the implementation of the ASR PHASE II PROGRAM, a component of the ILWS Plan, and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

CONSULTANT shall perform Program Management Services for the calendar year 2012 as described in Exhibit A-12, Scope of Services. The estimated budget for these services is summarized in Exhibit B-11 and is \$1,639,520.

B. PAYMENT PROVISIONS

Payment to the CONSULTANT for the performance of the services described by this Supplemental Agreement shall be in accordance with Paragraph IV of the original Agreement, and shall not exceed the amount designated in this Supplemental Agreement.

C. PROJECT SCHEDULE

The project schedule for the services included herein shall run from January 1, 2012 through December 31, 2012.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

and effect.		
	the CITY and the CONSULTANT have executed the consultation of	
	CITY OF WICHITA	
	By:Carl Brewer, Mayor	<u>. </u>
ATTEST:		
By: Karen Sublett, City Clerk		
APPROVED AS TO FORM		
By:Gary Rebenstorf, Director	r of Law	
	R. W. BECK, Inc. By: Affrica Holling Title: VICE TRESIDENT, DIVIS	SION MANAGER

EXHIBIT A-12 SCOPE OF SERVICES

2012 Program Management Services Integrated Local Water Supply Plan City of Wichita Department of Public Works & Utilities

Preamble

The Integrated Local Water Supply (ILWS) Plan, Recharge Demonstration Project, and Phase I of the ASR Project have established criteria and provided guidance for completing the Phase II projects. However, the components and the strategies for completing the Phase II projects are subject to change. Many decisions will be made by the CITY in the early stages of the Program that affect the direction and degree of Program Management services needed, including project delivery method and number of design and construction packages. Therefore, the contract between CITY and R.W. Beck (CONSULTANT) for Program Management for Phase II is intended to provide both parties with maximum flexibility and to minimize the occurrence of contract amendments and time delays as a result of minor changes to the scope.

The 2012 Program Management Services are an extension of Program Management Services provided in 2008, 2009, 2010, and 2011 for the ASR Phase II Program of the ILWS Plan. Program Management Services in 2008 included; overseeing the preliminary design of the Phase II program, initiating the procurement process for the design/build of the surface water treatment plant, and assisting the CITY with public involvement activities, land acquisition and filing of requisite permits.

The 2009 Program Management Services included; overseeing the final design of the Phase II projects, Construction Observation services at the surface water treatment plant and river intake, initiating the procurement process for the eleven design-bid-build projects, property acquisition for Phase II facilities, as well as an extension of the 2008 services.

The 2010 Program Management Services included; Construction Administration services for all construction contracts, Construction Observation Services full-time at the surface water treatment plant (SWTP) and river intake, Management Oversight of the Diversion Well Investigation, Model Peer Review activities, and the Geochemical Evaluation. The 2010 Program Management services also included an extension of the 2009 services. Additional services, not anticipated, conducted in 2010 included supporting the CITY during an independent review of the ASR Program. These services replaced the planned services of initiating ASR Phase III planning activities.

The 2011 Program Management Services included new activities as well as an extension of 2010 services. As part of 2011 Program Management Services, CONSULTANT

continued to provide construction administration for the Phase II projects as well as observation of the ASR Phase II SWTP and River Intake, project administration for the fifteen construction projects, future phase planning services, ASR Phase II Startup and Operations Plan development, and initial development of an ASR Phase II Wellfield Operations Tool. The 2011 Program Management services included additional services, not anticipated, to include supporting the City in evaluating and remediating the construction defects at the ASR Phase II SWTP, interim operations oversight at the ASR Phase II SWTP, ASR Phase II SWTP optimization, and start-up assistance and post construction services for the recharge and recovery wells.

The 2012 Program Management Services include new activities, as well as an extension of 2011 services. As part of 2012 Program Management Services, CONSULTANT will continue to provide construction administration for the Phase II projects that continue into 2012, as well as observation of the ASR Phase II SWTP and River Intake final completion efforts. Services that were displaced in 2011 due to remediating the construction defects at the ASR Phase II SWTP, to include: ASR Phase II Startup and Operations Plan development, and development of an ASR Phase II Wellfield Operations Tool, will be completed in 2012. In addition, the 2012 Program Management services include construction oversight of the completion of Bid Package G1 (Well Support Facilities) to include Well Site 23, ASR Phase II SWTP and River Intake Final Completion, and Program Closeout.

The Program Management services described herein are defined as best as practical. Program Management activities that are known are explicitly described; whereas, activities that are foreseeable but are currently undefined are described in general terms.

The CONSULTANT will endeavor to assist the CITY in the implementation of the ASR Phase II Program by generally performing the services described herein. The level of effort required to perform any of the activities described herein will vary from activity to activity and it will be the responsibility of the CONSULTANT to keep the CITY apprised of Program related activities and the level of effort for all Program Management services. There will be no limitations placed on the level of effort for any of the specifically described activities; however, the overall level of effort, as defined in Exhibit B, shall not be exceeded without written authorization from the CITY as defined in the Agreement.

Objective:

To provide Program Management Services to the CITY for the implementation of the ASR Phase II Program of the ILWS Plan. The period of performance for the services described in this exhibit is from date of authorization for this Agreement through December 31, 2012.

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A. General Items

- 1. This is a 'performance based' work effort.
- 2. During the start-up of this scope of services in 2008, the CONSULTANT and the CITY agreed on the Program Planning Schedule that encompasses all known activities relating to and impacting the delivery of the ASR Phase II Program of the ILWS Plan. A master schedule was developed as part of the 2009 services.
- 3. Any agreed upon target completion dates on the ASR Phase II Program of the ILWS Plan are predicated on the CITY obtaining the necessary funding and permits.
- 4. If, during the course of this scope of services, the approved master Program schedule shows a forecasted slip, the CONSULTANT agrees to inform the CITY of the forecasted slip by submitting a schedule impact analysis that provides the CITY with a full description of the issues surrounding any forecasted schedule slippage, reason for the change, projected impact to the Program, and a mitigation plan, if necessary.
- 5. If, during the course of this scope of services, the CONSULTANT identifies issues that affect the Program's cost estimate or financial plan it shall inform the CITY of the issue identified by submitting an impact analysis that provides the CITY with a full description of the issue, projected impact to the Program, and a mitigation plan, if necessary.
- 6. The City's designated Project Director is the only one authorized to approve changes to the master Program schedule.
- 7. CONSULTANT is not responsible for work products (e.g. designs, construction, studies, permits, etc.) prepared by design consultants or other companies contracting directly with the CITY.
- 8. The CONSULTANT is responsible for managing its subconsultants that are performing for the benefit of the ASR Phase II Program of the ILWS Plan.
- 9. The CITY can make changes at any time to the schedule and scope of services. When and if this occurs the CONSULTANT shall advise the CITY if such change has an impact on the target Completion Dates and/or CONSULTANT's ability to meet all of its representations as defined in the Agreement for Consulting Services.
- 10. Upon approval of this Agreement, the CONSULTANT will be authorized to staff the program and perform the work, within the funding and time limits stated herein.
- 11. Many of the activities included in this scope of services are a continuation of the services initiated in previous years; thus, they are not specifically repeated herein except to note that the services continue.

Scope of Services

Specific services are divided into the following categories and tasks:

Start-up Services

Task 1 – Program Startup

This Task was completed in 2007/2008 and will not be utilized in 2012.

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Program Management Services

Task 2 – Contractor Procurement

This Task will not be utilized in 2012.

Task 3 – Project Administration (formerly Design Administration)

Task 3.01 – Wellfield Maintenance Facility Design Administration

This Task was completed in 2011 and will not be utilized in 2012.

Task 3.02 – 2009 Additional Services

This Task was completed in 2009/2010 and will not be utilized in 2012.

Task 3.03 – Evaluation of AOC Formation & HiPOx Residual

Task 4 – Manage Property / Easement Acquisition

Task 5 – Construction Contracting

This Task has been combined with Task 2 and will not be utilized in 2012.

Task 6 – Program Controls

Task 7 – General Program Management & BOR Coordination

Task 7.01 – BOR Activities

This Task has been combined with Task 7 and will not be utilized in 2012.

Task 8 – Public Involvement Support

This Task will not be utilized in 2012.

Task 11 – Surveying

Task 12 – Permitting

Task 13 – Diversion Well Investigations

This Task was completed in 2010/2011; no further work is anticipated at this time.

Task 14 – Model Peer Reviews

Task 15 – Geochemical Investigation Management

This Task was completed in 2010 and will not be utilized in 2012.

Task 17 – ASR Phase II Startup & Operations Plan Development

Task 18 – HBMP Management

This Task will not be utilized in 2012.

Task 19 – Develop Wellfield Operations Tool

Task 30 – General Construction Administration

Task 30.01 – ASR Phase II SWTP Interim Operations Oversight

Task 30.02 – ASR Phase II SWTP Optimization

Task 30.03 – RRW Completion, Start-Up Assistance & Post Construction Services

Task 31 – Construction Observation of SWTP and River Intake

This task has been combined with Task 31.01.

Task 31.01 – Final Completion of ASR Phase II SWTP & River Intake

Task 32 – Construction Observation of 66-inch Pipeline

This Task will not be utilized in 2012.

Task 33 – Program Closeout

Task 1 - Program Startup

This Task was completed in 2007/2008 and will not be utilized in 2012.

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Task 2 – Contractor Procurement

This Task will not be utilized in 2012.

Task 3 – Project Administration (formerly Design Administration)

<u>Objective</u>: CONSULTANT will provide on-going management services for construction and start-up/testing activities, to include functional, operations and design conditions testing for the ASR Phase II Program facilities, a component of the ILWS Plan.

Activities:

- 1. Extend activities from original 2008 scope of services through 2012.
- 2. Extend activities from 2010 scope of services through 2012.

Deliverables:

- 1. Repeat deliverables defined in 2008 through 2012.
- 2. Repeat deliverables defined in 2010 through 2012.

Task 3.01 – Wellfield Maintenance Facility Design Administration

This Task was completed in 2011 and will not be utilized in 2012.

Task 3.02 – 2009 Additional Services (not utilized in 2011)

This Task was completed in 2009/2010 and will not be utilized in 2012.

Task 3.03 – Evaluation of AOC Formation & HiPOx Residual

Objective: The evaluation for the potential of Assimilable Organic Carbon (AOC) formation from native Total Organic Carbon (TOC) concentrations within the source water, through the Advanced Oxidation Processes (AOP) utilized in the ASR Phase II SWTP was initiated in 2010. CONSULTANT will continue to provide oversight of the Evaluation of AOC Formation through 2012. In addition, CONSULTANT will coordinate and oversee the analysis of how Hydrogen Peroxide residual from the HiPOx process could affect the Main Treatment Plant and Recharge Recovery Wells.

Activities:

- 1. Extend activities from 2010 scope of services through 2012.
- 2. Assist with procurement of contractor(s) to implement mitigation measures, as needed, resulting from the evaluations.

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Deliverables:

- 1. Repeat deliverables defined in 2010 through 2012.
- 2. Develop procurement documents and oversee design and construction activities, as needed, for implementation of mitigation measures.

Task 4 – Manage Property / Easement Acquisition

<u>Objective:</u> Assist CITY with the acquisition of land, rights-of-way, and/or easements (temporary or permanent) associated with the Bid Package B3 (Northern Diagonal Transmission Main) project, and assist with resolving any outstanding property/easement acquisition associated with the ASR Phase II Program of the ILWS Plan.

Activities:

- 1. Extend activities from original 2008 scope of services through 2012.
- 2. Extend activities from 2009 scope of services through 2012.
- 3. Assist CITY with eminent domain proceedings at Well Site 23.
- 4. Assist CITY with crop damage claims associated with 2011 construction activities.

Deliverables:

- 1. Repeat deliverables defined in 2008 through 2012.
- 2. Repeat deliverables defined in 2009 through 2012.
- 3. Provide supporting documentation, as needed, for eminent domain proceedings.
- 4. Provide supporting documentation, as needed, for crop damage claims.

Task 5 – Construction Contracting

This Task has been combined with Task 2 and will not be utilized in 2012.

Task 6 – Program Controls

Objective: Provide program controls services to monitor and report status on the ASR Phase II Program of the ILWS Plan.

Activities:

1. Extend activities from original 2008 scope of services through 2012.

Deliverables:

1. Repeat deliverables defined in 2008 through 2012.

Task 7 – General Program Management & BOR Coordination

<u>Objective</u>: CONSULTANT will continue to coordinate with the Bureau of Reclamation (BOR) on the implementation of the cooperative agreement between the BOR and the CITY to provide assistance in the funding and implementation of the ASR Program, a part of the ILWS Plan.

Activities:

- 1. Assist CITY in negotiating and completing annual BOR Funding Paperwork.
- 2. Prepare Quarterly and Annual Reports to be provided to the BOR for funding requests.

Deliverables:

- 1. BOR Funding Paperwork
- 2. Quarterly and Annual BOR Reports

Task 8 – Public Involvement

This Task will not be utilized in 2012.

Task 11 – Surveying

<u>Objective</u>: CONSULTANT will provide surveying and mapping services to establish survey controls for use by the Bid Package B3 contractor, and record drawing support for the ASR Phase II Program of the ILWS Plan.

Activities:

- 1. Provide record drawing support for the thirteen construction projects of the ASR Phase II Program
- 2. Provide construction controls for Bid Package B3 (Contractor will provide construction staking).

Deliverables:

- 1. Construction controls
- 2. Record drawing support

Task 12 – Permitting

<u>Objective</u>: CONSULTANT will provide on-going permitting support for the ASR Phase II Program of the ILWS Plan. Activities associated with this task include, but are not limited to, the following:

Activities:

1. Extend activities from 2009 scope of services through 2012.

- 2. Extend activities from 2010 scope of services through 2012.
- 3. Track permits received for the ASR Phase II Program and assist in renewing any permits set to expire within the period of performance of this Agreement.
- 4. Assist CITY with NPDES reporting, coordination with USGS for water quality sampling, and coordination with KDHE on data collected.
- 5. Assist CITY in obtaining Notice of Completion permits for the recharge and recovery wells.
- 6. Assist CITY in obtaining Public Water Supply permit for ASR Phase II recharge and recovery wells.
- 7. Provide necessary back-up documents to close-out permits on completed construction projects, as needed.

Deliverables:

- 1. Repeat the deliverables defined in 2009 through 2012.
- 2. Renew expiring permits.
- 3. Attend workshops/meetings with KDHE.
- 4. Close-out permits on completed construction projects.

Task 13 – Diversion Well Investigations

This Task was completed in 2010/2011; no further work is anticipated at this time.

Task 14 – Model Peer Reviews

<u>Objective</u>: Peer review of the Equus Beds groundwater flow model was initiated in 3rd Quarter 2009. Initial findings of the peer review effort were presented to the CITY and subsequently the United States Geological Survey (USGS). Recommended changes to the groundwater model will be incorporated by USGS as part of its on-going contract with the CITY. CONSULTANT will provide peer review of the updated groundwater model. CONSULTANT will have overall responsibility for managing the Model Peer Review Team.

Activities:

1. Extend activities from 2010 scope of services through 2012.

Deliverables:

- 1. Repeat the deliverables defined in 2010 through 2012.
- 2. Provide updated groundwater model to selected consultant for the 2011 ASR Accounting and Annual Report associated with ASR Program recharge activities.

Task 15 – Geochemical Investigation Management

This Task was completed in 2010 and will not be utilized in 2012.

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Task 17 – ASR Phase II Startup & Operations Plan Development

<u>Objective:</u> The ASR Phase II System Startup and Operations Planning Committee was initiated in 2010. The Committee will collaborate to determine the organization, content and format of the plan. CONSULTANT will integrate the various startup and operations plans for the ASR Phase II projects and produce a Program-Wide Comprehensive Plan for the ASR Phase II Program.

Activities:

1. Extend activities from 2010 scope of services through 2012.

Deliverables:

1. Repeat the deliverables defined in 2010 through 2012.

Task 18 – HBMP Management

This Task will not be utilized in 2012.

Task 19 – Develop Wellfield Operations Tool

Objective: This Task was initially budgeted in 2011 but will not be initiated until late-2011 due to Construction Defect Management activities. CONSULTANT will utilize 2011 funds to complete this Task. CONSULTANT will develop a spreadsheet-based Wellfield Operations Tool that will enable the CITY to plan and optimize ASR system operations. A core objective of this task is to create a recharge credit accounting tool that can be used to optimize recharge, recovery, and Equus Beds Wellfield production operations. The tool will also allow the City to conduct operations scenario planning based upon different hydrologic conditions.

Activities:

1. Extend activities from 2011 scope of services through 2012.

Deliverables:

Repeat the deliverables defined in 2011 through 2012

Task 30 – General Construction Administration

Objective: CONSULTANT will provide Overall Program Construction Administration oversight and direction for the ASR Phase II Program of the ILWS Plan implementation. The CONSULTANT will have overall responsibility for managing the Construction Management Team, which will be comprised of personnel from the various design consultants working on the Program.

Activities:

- 1. Extend activities from 2009 scope of services through 2012.
- 2. Extend activities from 2010 scope of services through 2012.

Deliverables:

1. Repeat the deliverables defined in 2009 through 2012.

Task 30.01 – ASR Phase II SWTP Interim Operations Oversight

<u>Objective</u>: In 2011, the CITY requested that CONSULTANT provide Interim Operations Oversight at the ASR Phase II SWTP and River Intake. Activities associated with interim operations oversight include overall plant operational assistance as well as operational assistance associated with the membranes and AOP processes at the SWTP.

Activities:

- 1. Evaluate proposed operations of the ASR Phase II SWTP with regard to plant design, performance criteria, and compliance with KDHE regulations.
- 2. Coordinate with CITY ASR Phase II SWTP Operations staff to provide guidance, as necessary.
- 3. Oversee and provide input for developing and maintaining an operations budget for the ASR Phase II SWTP.
- 4. Coordinate and attend meetings, as needed.
- 5. Oversee training for CITY ASR Phase II SWTP Operations staff.
- 6. Oversee preparation of necessary reports for Federal, State and local officials.
- 7. Assist in the scheduling of employees, with input from the Director of Public Works & Utilities and Production and Pumping Supervisor.
- 8. Provide CITY with documentation regarding CITY ASR Phase II SWTP Operations staff responsibilities and job requirements.
- 9. Document start-up and shut-down procedures.

Deliverables:

- 1. Meeting agendas and minutes.
- 2. Schedule, attend and document training associated with the SWTP & River Intake.
- 3. Job requirements and responsibility memo.
- 4. Start-up and shut-down procedures.

Task 30.02 – ASR Phase II SWTP Optimization

<u>Objective</u>: CONSULTANT will conduct an optimization study of the AOP system utilized at the Phase II SWTP during a representative storm event(s). Optimization of the AOP system could potentially lower the recommended doses

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of ozone and hydrogen peroxide. CONSULTANT will utilize a subconsultant to perform the optimization analysis and testing work utilizing remaining 2010 Program Management funds.

Activities:

- 1. Monitor local weather to determine probability of representative storm events.
- 2. Coordinate with subconsultant, and others, to operate ASR Phase II facility during representative storm event.
- 3. Conduct water quality sampling and analysis.
- 4. Present findings to KDHE.
- 5. Assist CITY in obtaining a modification to dosage requirements for virus inactivation from KDHE.

Deliverables:

- 1. Meeting agendas and minutes.
- 2. Findings memorandum.

Task 30.03 – RRW Completion, Start-Up and Post Construction Services

Objective: CONSULTANT will provide remaining construction oversight of the final completion of the recharge and recovery wells project, to include the well support facilities (Bid Package G1). In addition CONSULTANT will provide oversight and management for start-up assistance and post construction services associated with the Bid Package G1 (well support facilities) project. Existing funds from 2009 Program Management contract will be utilized for subconsultant to complete remaining materials testing as well as provide start-up assistance and post construction services. The following list of activities is the minimum anticipated Scope of Services, and is not intended to be exhaustive:

Construction Oversight of Final Completion of Recharge Recovery Wells

Activities:

- 1. Consult with the Construction Administration Manager.
- 2. CONSULTANT shall furnish a construction observer to observe the progress and quality of construction.
- 3. The Construction Observer will act as directed by and under the supervision of the Construction Administration Manager. The Construction Observer will have the following duties and responsibilities:
 - a. Attend meetings with Contractor, such as progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes.
 - b. Assist in obtaining from CITY additional details or information when required for proper execution of the construction.

(v1) 11 of 14

- c. Record date of receipt of Submittals if they are to be received at the Site, and notify CITY of received Submittals availability for examination.
- d. Advise CITY and Contractor of the commencement of construction requiring a Submittal.
- e. Conduct on-site observations of the construction in progress to assist in determining the construction is in general proceeding in accordance with the Contract Documents.
- f. Report to Construction Administration Manager whenever the Construction Observer believes that any construction will not produce a completed project that conforms generally to the Contract Documents, and advise of Construction that should be corrected or rejected or should be uncovered for observation, requires special testing, inspection or approval.
- g. Maintain records for use in preparing Project documentation.
- h. Furnish to Construction Administration Manager periodic reports as required of progress of the construction and of Contractor's compliance with the progress schedule of Submittals.
- Assist Construction Administration Manager in drafting proposed Change Orders and Work Change Directives and obtain backup material from Contractor.
- j. Report immediately to Manager of Construction the occurrence of any known accidents on or adjacent to the site, and hazardous environmental conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
- k. Review applications for payment with Contractor for compliance with the established procedure.
- 1. Before CITY issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- m. Observe whether Contractor has performed inspections as required by applicable laws, rules and ordinances.
- n. Participate in final inspection and prepare a final list of items to be completed or corrected.
- o. Observe whether all items on final list have been completed or corrected and make recommendations to Construction Administration Manager concerning acceptance and issuance of the Notice of Acceptability of the construction.

Deliverables:

- 1. Meeting minutes
- 2. Daily reports and/or logs
- 3. Provide Project documentation
- 4. Progress Reports

(v1) 12 of 14

Start-up Assistance and Post Construction Services

Activities:

- 1. Perform individual well tests, to include:
 - a. Well Pump Tests
 - b. Well Capacity Evaluation
 - c. Electrical System Tests
 - d. Control Programming Tests
 - e. Chlorine Feed Systems Tests
 - f. Recharge Tube Tests
- 2. Conduct recharge operations on multiple wells.
- 3. Confirm hydraulic analysis.
- 4. Provide first year start-up assistance, to include:
 - g. Event Set-Up, Shut-Down, Redevelopment
 - h. Operations
 - i. Data Analysis and Results
 - j. Program Modifications
 - k. Regulatory Assistance
 - 1. Compliance Reporting

Deliverables:

1. Reports and recommendations.

Task 31 – Construction Observation of SWTP & River Intake

This task has been combined with Task 31.01.

Task 31.01 – Final Completion of ASR Phase II SWTP & River Intake

<u>Objective</u>: CONSULTANT will provide oversight of final completion activities at the ASR Phase II SWTP & River Intake Design/Build project. Activities include oversight associated with the failure of liner material in the ductile iron pipeline, finish work, and final punch-list items.

Activities:

- 1. Finalizing membrane guarantee
- 2. Finish work
- 3. Final punch-list items
- 4. Transfer of warranties, insurances, tools, docs etc. to CITY

(v1)

- 5. Provide oversight management of construction activities.
- 6. Attend meetings and workshops.
- 7. Provide QA/QC of construction activities.

Deliverables:

1. Meeting agendas and minutes.

Task 32 – Construction Observation of 66-inch Pipeline

This Task will not be utilized in 2012.

Task 33 – Program Close-Out

<u>Objective</u>: It is anticipated that the ASR Phase II Program will be completed by the 3rd Quarter of 2012. At that time, CONSULTANT will close-out the program, including the document management website, ASR Program Central.

Activities:

- 1. Transmit project deliverables.
- 2. Assist the City with staff resource transition.
- 3. Complete, collect and archive program records.
- 4. Document successes and lessons learned.

Deliverables:

- 1. Program Successes and Lessons Learned Document.
- 2. CD and hardcopies, as needed, of program records and project deliverables.

(v1) 14 of 14

Exhibit B-12 - Program Management Budget Estimate: January to December 2012

						R.W. Bec	·k										PE	r							T .
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	anage	ager	e ii	ontrol	#	Exper	ineer	ive			" c		gram	ations	struct	<u>E</u>	neer	ineer	nicia	port			&		
	E W	Man	ructio istrat	E ₽	Projec	rane	t Eng	istrat rt	SI	sts	PEC J		y Proj	unica	Cons	WTP Interi perations versight	Engi	t Eng	Tech	dns :	2	şţ	ıctors		
	rogra	A/QC	onsti	rogra	C/S F	lembi	rojec	uppo	r Hou	Š	ontra	R. W. Beck	eput	SR	enior	WTP peral	enior	rojec	enio	dmin	r Hot	Š	contra	PEC	Brogram
Project Billing Rat	te \$220	\$265	\$190	<u>a. ≥</u> \$155	\$155	\$225	\$90	\$90	Labo	Labo	Subc (excl	Totals	\$140	\$95	\$140	\$100	\$135	\$110	\$90	\$75	Labo	Labo	Subc	Totals	Program Totals
1 Program Startup (This task not used for 2012)																									
2 Contractor & Designer Procurement (This task not utilized for 2012)																									
Design/Bid/Build Procurement 2.1 (2 Projects - MWTP & Finish Work - This task not utilized for 2012)																									
2.2 Design/Build Procurement (This task not used for 2012)																									
3 Project Management Project Coordination	12	20 8	30 (180	180	0 0	0	12	572	\$ 104.480		\$ 104,480	40	0 0		0 0	4	1 20	0 0	100	0 164	\$ 15.840		\$ 15.840	\$ 120,3
Oversight of PC/S Programming Services Manage Various Testing Phases for ASR Program	2	20 20	0 () 40	260	0	0	0	284 72	\$ 45,320		\$ 45,320 \$ 11,680	10	0 0	10	0 0	0	10	0	2	2 12 0 40	\$ 1,250		\$ 1,250 \$ 4,650	\$ 46,5
Oversight of ASR Accounting & Annual Reporting		8	0 (20	`-}	0	0	0	28			\$ 4,860		0 0	(0	0	0 0	0 0) (0 0			\$ 4,050	\$ 10,3
3.1 Well Field Maintenance Facility (This task not used for 2012)																									
3.2 2009 Additional Services (This task not used for 2012) 3.3 Evaluation of AOC Formation & HiPOx Residual																									
Coordinate and Manage Studies		8	0 (0) 20	0	0	2	30			\$ 5,040	(0 0	C	0	C	0 0	0) (0 0			\$ -	\$ 5,0
Participate in Workshops and Meetings Provide Management/Oversight of Studies		24 8	0 0	0 0	9 40		0	8 0	80 28			\$ 13,440 \$ 4,860		0 0	<u> </u>	0 20	0	0 0	0 0) (0 20			\$ 2,000	\$ 15,4 \$ 4,8
Assist with Necessary Procurement to Implement Recommendations Subtotal Hour		10 18 8	0 (292			0	8	68 1162			\$ 10,670	10		10	10	0	0	0	112	20 2 256	\$ 2,400		\$ 2,400	\$ 13,0 1,4
Subtotal Cost				\$ 45,260			\$ -	\$ 3,780	1102	\$ 200,350	\$ -	\$ 200,350	\$ 8,400	-		\$ 3,000	\$ 540			\$ 8,400		\$ 26,140	\$ -	\$ 26,140	
4 Manage Property/Easement Acquisition Landowner Contacts Regarding Field Activities	1	0	0 ()	0	0	0	0	¢ .		•	60	0 0				0		20	0 80	\$ 9,900		\$ 9,900	\$ 9,9
Problem Resolution		6	0 (20) 0	0	0	0	26	\$ 4,420		\$ 4,420	60	0 0	C	0 0	0	0 0	0 0	20	0 80	\$ 9,900		\$ 9,900	\$ 14,3
Field Alignment Changes Resulting in Additional Easement Acq. Landowner Claims for Damages		0	0 0	0 0	0 0	0 0	0	0 0	0	\$ - \$ -		\$ - \$ -	60	0 0	0	0 0	0	0 0	0 10	10 20	0 60			\$ 7,250 \$ 9,900	\$ 7,2 \$ 9,9
Subtotal Hour	-	6	0 (20	1 -	0	0	0	26				220	-		0	. 0	0	10	70	300				3
Subtotal Cost 5 Construction Contracting (Has been combined with Task 2)	ts \$ 1,320	0 \$	- \$ -	\$ 3,100	\$ -	\$ -	\$ -	\$ -		\$ 4,420	\$ -	\$ 4,420	\$ 30,800	-	\$ -	\$ -	\$ -	\$ -	\$ 900	\$ 5,250		\$ 36,950	\$ -	\$ 36,950	\$ 41,3
6 Program Controls																									
Prepare Invoices, Perform Audits, Maintain Records Prepare, Maintain, and Publish Reports		8 10	0 0	80		0 0	0	0 20	88 190			\$ 14,160 \$ 28,800	20	0 0	<u> </u>	0 0	0	0 0	0 0) 20	0 40			\$ 4,300 \$ -	\$ 28,8
Prepare and Maintain Cost Control System Develop and Monitor Program Budget	1	10	0 0	0 40		0 0	0	0	50 48			\$ 8,400 \$ 7,960		0 0	(0 0		0 0	0 0) (0 0			\$ - \$ -	\$ 8,4 \$ 7,9
Manage ASR Program Central Site Update and Maintain Master Program Schedule		4	0 (20		0 0	o o	0	24 16	\$ 3,980		\$ 3,980 \$ 1,960		0 0	0	0 0	Ö	0 0	0 0	20	0 20 0 40	\$ 1,500		\$ 1,500 \$ 3,000	\$ 5,4
Subtotal Hour		40	0 (288	60	0	0	28	416			φ 1,960	20	0 0		0	0	0	0 0	80	0 100	\$ 3,000		\$ 3,000	5 4,9
Subtotal Cost 7 General Program Management & BOR Coordination	s \$ 8,800	0 \$	- \$ -	\$ 44,640	\$ 9,300	\$ -	\$ -	\$ 2,520		\$ 65,260	\$ -	\$ 65,260	\$ 2,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000		\$ 8,800	\$ -	\$ 8,800	\$ 74,0
7.1 BOR Activities																									
Quarterly & Annual Reports Subtotal Hour		16 2 4	0 0	100		0 0	0	24 26	140 170	-		\$ 21,180		0 0		0	0	0 0	0		0 0	\$ -			\$ 21,1 1
Subtotal Cost	-		- \$ -	\$ 18,600	-	\$ -	\$ -	\$ 2,340		\$ 26,220	\$ -	\$ 26,220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 26,2
8 Public Involvement Support (This task not utilized in 2012)																									
9 QA/QC (Combined with Task 3) 11 Surveying	+																								
Surveying for Easement Acquisition		0	0 (0	0	0	0	0		\$ -		\$ -	10		C	0	C	0 0	0) (0 10		\$15,000	\$ 16,400	
Reset Benchmarks & Controls Subtotal Hour	_	0	0 0) 0	0	0	0	0	\$ -		\$ -	10			0		0	0		0 10	\$ 1,400	\$15,000	\$ 16,400	\$ 16,4
Subtotal Flour		- \$	- \$ -	\$ -	, s -	, s -	\$ -	\$ -	U	\$ -	\$ -	\$ -	\$ 2,800	•	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,800	\$ 30,000	\$ 32,800	-
12 Permitting Tracking Permits	1	0	0 () 0	0		0	¢ .		•		0 0) 0	18	2 0	0		2 20	\$ 2,580		\$ 2,580	\$ 2,5
Water Rights Permit Negotiations		0	0 0	0	0	0	0	0	0	\$ -		\$ -		0 0		0 0	0	0 0	0 0	0 0	0 0	\$ -		\$ 2,560	\$
Modification to KDHE Virus Inactivation Subtotal Hour		30 30	0 (30		0 0	0	0	60 60	\$ 11,250		\$ 11,250	1:	0 2 n		0	36	0	0		0 0 4 52			-	\$ 11,2
Subtotal Floor			- \$ -	\$ 4,650	-	\$ -	\$ -	\$ -	30	\$ 11,250	\$ -	\$ 11,250	\$ 1,680	\$ -	\$ -	\$ -	\$ 4,860		\$ -	\$ 300		\$ 6,840	\$ -	\$ 6,840	
13 Diversion Well Investigations (This Task not used for 2012)						Ļ																			
14 Model Peer Review Groundwater Model Peer Review		24	0 (24	1 0	0	0	2	50	\$ 9,180		\$ 9,180	(0 0		0 0	0	0 0	0 0) (0 0	\$ -		\$ -	\$ 9,1
Subtotal Hour		24 \$	- (24		0	0	2	50					0 0		0		0	0		0 0				
	el 5 5 28'	U I S	- \$ -	\$ 3,720	\$ -	\$ -	\$ -	\$ 180		\$ 9,180	\$ -	\$ 9,180	\$ -	• \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	- \$	\$ 9,1
Subtotal Cost	3 0 0,20																								

Exhibit B-12 - Program Management Budget Estimate: January to December 2012

3-Feb-12																										
							R.W. Be	ck								L.		PEC								1
	Program Manager	QA/QC Manager	Conetruction	Construction Administration Manager	Program Controls Manager	PC/S Project Manager	Membrane Expert	Project Engineer	Administrative Support	bor Hours	bor Costs	bcontractors xcluding PEC)	R. W. Beck	Deputy Program Manager	ASR Communications Coordinator	Senior Constructio Observer	SWTP Interim Operations Oversight	Senior Engineer	Project Engineer	Senior Technician	bor Hours		bor Costs	ibcontractors & penses	PEC	Program
Project Billing Rate	\$220	\$265	5	\$190	\$155	\$155	\$225	\$90	\$90	ے	ے	S (9)	Totals	\$140	\$95	\$140	\$100	\$135	\$110	\$90 \$7	5 _ 3		2	ΩÜ	Totals	Totals
17 ASR Phase II Startup & Operations Plan Development Coordinate Startup Activities During River Events		8	0	0	4	2	20 (0	n	0 3:	2 \$ 5,480		\$ 5,480		8 (12	60	8	0	8	0	96 \$	10,600		\$ 10,600	\$ 16,080
Develop ASR Phase II Startup & Operations Plan (Hardcopy)		4	8	Ö	8	10	0 0	0 48		0 62	\$ 64,740		\$ 64,740	1	2 (8	60	<u> </u>	0	8	8	104 \$	11,200		\$ 11,200	\$ 75,940
Develop Independent Secure Website for Electronic Startup & Ops Plan Subtotal Hours		4 16	0	0	20	20	10 (0 12		0 23		\$45,000	\$ 72,120	2	0 0	0 20	120	16	0	0 16	0	0 \$ 200	-		\$ -	\$ 72,120 1,084
Subtotal Costs		-	120 \$	-	\$ 3,100				\$ 3,600		\$ 97,340	\$ 45,000	\$ 142,340	\$ 2,800		\$ 2,800		\$ 2,160 \$	-	\$ 1,440 \$	600		21,800		\$ 21,800	\$ 164,140
18.00 HBMP Management (This task not utilized in 2012)																										
19 Develop Wellfield Operations Tool Coordinate with City on Requirements for Wellfield Operations Tool		0	0	0	C		0 (0	0	0 (\$ -		\$ -		0 (0	0	0	0	0	0	0 \$			\$ -	\$ -
Develop Wellfield Operations Tool		0	0	0	C)	0 (0	0	0 (\$ -		\$ -		0 (0	0	0	0	0	0	0 \$	-		\$ -	\$ -
Subtotal Hours Subtotal Costs		0 \$	- 6	0	¢ -						,					, ,	• -	s - s	0		١	٥			١٩	
30 Construction Administration		•	•		Ψ -				-			•	•	•			•								,	<u> </u>
Manage SharePoint Site		0	0	16 16	12		8 (0	0 (0 30		\$60,000	\$ 66,140 \$ 3,040		0 0	0	0	0	0	0	0	0 \$	- 60.940		\$ - \$ 60.840	\$ 66,140 \$ 63,880
Manage Construction Documents Coordinate Activities with the City		0	0	40		3	10 (0	0		\$ 3,040 \$ 12,250		\$ 12,250	1	2 (8	0	40	0	0	800 120		60,840 17,200		\$ 17,200	\$ 29,450
Assist with Overall Construction Coordination		0	0	160			0 (0	0	0 16			\$ 30,400		2 (10	0	0	0	0	80		11,880		\$ 11,880	\$ 42,280
Provide Overall Program Direction Shop Drawing Review		0	0	80 30		<u> </u> 	0 (0	0		\$ 15,200 \$ 5,700		\$ 15,200 \$ 5,700	1.	2 0) 8	0	0	0	0	0	18 \$ 8 \$	2,520 1,120		\$ 2,520 \$ 1,120	\$ 17,720 \$ 6,820
Review of Submittals		0	0	30	C		0 (0 .	0 .		\$ 5,700		\$ 5,700		0 (8	0	0	0	0	0	8 \$	1,120		\$ 1,120	\$ 6,820
Review As-Builts Subtotal Hours		0	0	30 402	12	3	8 (0	0	0 45:	5,700		\$ 5,700	5	i6 (56	0	20 60	0	0	1000 1	30 \$ 1172	4,100		\$ 4,100	\$ 9,800 1,624
Subtotal Costs	\$	- \$	- \$	76,380	\$ 1,860	\$ 5,890	o \$ -	\$ -	\$ -	-	\$ 84,130	\$ 60,000	\$ 144,130	\$ 7,840) \$ -	\$ 7,840	\$ -	\$ 8,100 \$	- :	\$ - \$ 75	5,000	\$	98,780	-	\$ 98,780	\$ 242,910
30.01 ASR Phase II SWTP Interim Operations Oversight										_																
Overall Interim Operations Oversight SWTP Membrane Operation Oversight		12 4	6	0	12	. 4	0 260 4 340		0 .	8 33i 0 35			\$ 71,510 \$ 79,150	2	0 0	20	740 240		20	0	0		84,500 32,400	\$4,000	\$ 88,500 \$ 32,400	\$ 160,010 \$ 111,550
Participate in Workshops and Meetings		8	0	0	8		8 4	0	0 .	0 6	\$ 13,240		\$ 13,240		0 (40	40	20	0	0	40	150 \$	16,700		\$ 16,700	\$ 29,940
Participate in Training Subtotal Hours		4 28	0 8	0	28	. 5	0 80	-	0	0 8i 8 84	\$ 19,500		\$ 19,500	5	0 C) 40) 140	100 1120		20	0	0 40 1	150 \$ 1 420	16,950		\$ 16,950	\$ 36,450 2,264
Subtotal Costs		50 \$ 2,1	120 \$	-	\$ 4,340	\$ 8,060	\$ 162,000		\$ 720		\$ 183,400	\$ -	\$ 183,400	\$ 7,000) \$ -			\$ 6,750 \$		\$ - \$ 3			150,550	4,000	\$ 154,550	
30.02 ASR Phase II SWTP Optimization Coordinate and Manage SWTP Optimization Study		20	0	0	20		0	0	n	0 4	\$ 7,500		\$ 7,500		0 (0		0	0	0	0	0 \$			\$ -	\$ 7,500
Participate in Workshops and Meetings		40	0	0	40		0 (0	0	0 8	\$ 15,000		\$ 15,000	1		0	16	20	20	0	Ö	66 \$	7,900		\$ 7,900	\$ 22,900
Attend Meetings with KDHE Subtotal Hours		20 80	0	0	20)		0	0	0 40	\$ 7,500		\$ 7,500		0 0	0	20	20	0 20	0	0	14 \$	1,800		\$ 1,800	\$ 9,300 240
Subtotal Costs			- \$	-	\$ 12,400	\$	- \$ -	\$ -	\$ -		\$ 30,000	\$ -	\$ 30,000	\$ 2,800		\$ -		\$ 2,700 \$		\$ - \$	-	\$	9,700	\$0	\$ 9,700	\$ 39,700
30.03 RRWs Completion, Start-Up & Post-Construction Services Manage BMcD Start-Up & Post Construction Services		8	0	0	12	,	0 (0	n	0 2	3,620	\$25,000	\$ 28,620		0 (20	20	10	20	0	0	70 \$	8,350		\$ 8,350	\$ 36,970
Process Allied Invoices		0	0	0	12		0 (0	0	0 1:	\$ 1,860	\$25,000	\$ 1,860		0 (0	0	0	0	0	0	10 \$	1,400		\$ 1,400	\$ 3,260
Participate in Meetings & Workshops Oversee Construction Associated with MR23		20 0	0	0	40	·	0 (0	0		3 \$ 11,320 5 \$ 3,100		\$ 11,320 \$ 3,100	2	0 (20 500	10	20	20	0	0		11,500 78,800	\$4,500	\$ 11,500 \$ 83,300	\$ 22,820 \$ 86,400
Review Submittals, Field Orders, Change Orders, and Design Issues		0	0	0	10		0 (0	0	0 10	\$ 1,550		\$ 1,550	1	0 0	120		20	0	0	40	190 \$	23,900	\$4,500	\$ 23,900	\$ 25,450
Subtotal Hours Subtotal Costs		28	0 - \$	0	94 \$ 14,570		0 6	0 .	0	8 13	\$ 21,450	\$25,000	\$ 46,450	\$ 8,400		\$ 92,400	\$ 3,000	50 \$ 6,750 \$	40	\$ - \$ 9	120	960	123,950	\$4,500	\$ 128,450	1,090 \$ 174,900
31 Final Completion of SWTP and River Intake	Ψ 0,10			-	¥ 14,510	*			Ψ 720			Ψ23,000	¥ 40,400	Ψ 0,400	- • -			\$ 0,130 \$	7,700	· - 4 :						
SWTP Construction Observer Construction Administration Assistant		0	0	0	0)	0 (0	0) \$ -) \$ -		\$ -		4 (240	0	0	0	0	120	244 \$ 124 \$	34,160 9,560	\$2,000	\$ 36,160 \$ 9,560	\$ 36,160 \$ 9,560
Construction Schedule Review		0	0	0	C		0 (0	0		\$ -		\$ -		4 (10	0	0	0	0	0	14 \$	1,960		\$ 1,960	\$ 1,960
Materials Testing Review Submittals, Field Orders, Change Orders, and Design Issues		0	0	0	0)	0 (0	0 !	0 (\$ -		\$ -		0 (0 40	0	0	0	0	0	0 \$ 44 \$	6,160	\$25,000	\$ 25,000 \$ 6,160	\$ 25,000 \$ 6,160
Oversee Construction Defect Associated with Pipelines		0	2	8	C		0 0	0	0	0 10	\$ 2,050		\$ 2,050		8 (30	0	0	0	0	Ö	38 \$	5,320		\$ 5,320	\$ 7,370
Oversee Construction Defect Associated with Membranes Attend Meetings Associated with Construction Defect		0 10	2	8	10		0 1	8	0 !		3 \$ 3,850 4 \$ 6,620		\$ 3,850 \$ 6,620		8 (30	8	6	0	0	0	52 \$ 30 \$	6,930 3,850		\$ 6,930 \$ 3,850	\$ 10,780 \$ 10,470
Oversee Ancillary Issues Associated with Construction Defect	.	10	2	8	10	.	0 1	8	0	0 3	\$ 7,600		\$ 7,600		8 (20	8	6	0	0	0	42 \$	5,530		\$ 5,530	\$ 13,130
Assist City with Construction Defect Issues Subtotal Hours		10 30	2	8 40	10)	0 0	6 8	0	0 30	\$ 7,150		\$ 7,150	5	8 (386	32	6 24	0	0	0 120	30 \$ 618	3,850		\$ 3,850	\$ 11,000 754
Subtotal Costs	\$6,60	00 \$2,1	120	\$7,600	\$4,650	\$(\$6,300	\$0	\$0)	\$ 27,270	\$ -	\$ 27,270	\$ 7,840	\$ -	\$ 54,040		\$ 3,240 \$	-	\$ - \$ 9		\$	77,320	\$27,000	\$ 104,320	\$ 131,590
32 Construction Observation 66-inch Pipeline																										
33 Close-Out of Program Central Site and Files Transfer Close-Out ASR Program Central	 	8	0	0	30	4	10 (0	0 5	0 12	3 \$ 17,110		\$ 17,110	1	0 0	0	0	0	0	0	0	10 \$	1,400		\$ 1,400	\$ 18,510
Close-Out Project Files		8	0	0	30) 4	10 (0	0 5	0 12			\$ 17,110		0 0	0	0	0	0	60			26,300		\$ 26,300	\$ 43,410
Subtotal Hours Subtotal Costs		16 20	\$0	\$0	60 \$9,300	\$12,40	0 \$0	\$0	9,000		\$ 34,220	\$ -	\$ 34,220	\$ 2,800		\$ -	\$ -	\$ - \$	- :	\$ 5,400 \$ 19		340	27,700 \$	-	\$ 27,700	596 \$ 61,920
Total Labor Hours			104	442	1,098								4,746	614		1,272	1,352	260	120			518			5,518	10,264
General Expenses					.,	,				.,. 10			.,,			.,	.,				- 0,				-,5	\$ 58,200
Total Cost	\$ 118.80	0 \$ 27.5	560 \$	83,980	\$ 170.190	\$ 148.800	\$ 168.300	\$ 54.000	\$ 22.860	,	\$ 794.490	\$ 130.000	\$ 924,490	\$ 85,960	\$ -	\$ 178.080	\$ 135.200	\$ 35,100 \$	13,200	\$ 7,740 \$ 136	5,050	\$ 5	591,330	65.500	\$ 656,830	
Total dost		·,		,500	,,			+ 0.,000	Ţ <u></u> ,000			00,000		, 00,000		,		,,	-,00	, 🗸 🗸 100	,	7 0	,	,		,000,020

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Change Order No. 1- Fox Ridge Addition Street Paving (north of 29th Street

North, west of Tyler) (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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Recommendation: Approve the change order.

Background: On November 15, 2011, the City Council approved a construction contract with Mies Construction, Inc. to pave streets in Fox Ridge Addition. The plans provided for use of the on-site material with a minimum plasticity index of 18 to line the pond. After multiple tests, suitable material could not be found on-site. Bentonite will need to be added to the on-site material to seal the pond.

<u>Analysis:</u> A change order has been prepared for the cost of the additional work. Funding is available within the project budget.

<u>Financial Considerations:</u> The total cost of the additional work is \$17,330 with the total paid by special assessments. The original contract amount is \$510,431. This change order represents 3.4% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by constructing streets needed for new development.

<u>Legal Considerations:</u> The Law Department has approved the change order as to legal form. The change order amount is within the 25% of contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

<u>Attachments:</u> Change Order No. 1.



January 20, 2012

PUBLIC WORKS-ENGINEERING

CHANGE ORDER

To: Mies Construction, Inc.

Project: Brush Creek Ct., Brush Creek Cir.,

Westlakes Parkway Paving to Serve Fox

Ridge Addition

Change Order No.: 1
Purchase Order No.: 472-83791
OCA No.: (766272)
CHARGE TO OCA No.: 766272
PPN: 490290

Please perform the following extra work at a cost not to exceed \$_17,330.00

Additional Work: Add bentonite to the pond liner.

Reason for Additional Work: The plans called out to use material onsite with a minimum plasticity index of 18 to line the pond. After multiple tests, suitable material could not be found on site. Bentonite will be used to add to the existing liner to seal the pond. Pond is dry now. Add \$3000.00 of pond has to be pumped after approval of Change Order

Items	Negot'd/Bid	Qty Uı	nit Price		Extension
Bentonite, Pond Liner	Negot'd	1.0 LS @	\$14,330.00	=	\$14,330.00
Pumping if necessary	Negot'd	1.0 LS @	\$3,000.00	=	\$3,000.00
			Total	=	\$17,330.00

CIP Budget Amount: \$662,500.00 Original Contract Amt.: \$510,431.35

Consultant: MKEC Current CO Amt.: \$17,330.00 Exp. & Encum. To Date: \$574,993.58 Amt. of Previous CO's: \$0.00

Total of All CO's: \$17,330.00

CO Amount: \$17,330.00 % of Orig. Contract / 25% Max.: 3.39% Unencum. Bal. After CO: \$70,176.42 Adjusted Contract Amt.: \$527,761.35

Recommended By:		Approved:	
Greg Baalman, P.E.	Date	Jim Armour, P.E.	Date
Construction Engineer Approved:		City Engineer Approved	
Contractor	Date	Alan King	Date
Approved as to Form:		Director of Public Works By Order of the City Co	
Gary Rebenstorf	 Date	Carl Brewer	Date
Director of Law		Mayor	

Attest:_		
	City Clerk	

CITY OF WICHITA City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Partial acquisition of Property at 6900 West 13th Street North for the Interstate

235 Floodway Crossing/13th Street Interchange Project (Districts V and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 1, 2011, the City Council approved the design concept to construct an interchange at Interstate 235 (I-235) and 13th Street North and associated street improvements. On May 24, 2011, the City Council approved funding to complete project design and provide funding for right-of-way acquisition. The improvements include relocating Hoover Road and developing a partial interchange for 13th Street North and I-235. The project will require the acquisition of all or part of 23 tracts. One of the tracts impacted is the 616 acre Sedgwick County Park. The project will require 5,910 square feet of the site as well as a 1,412 square foot drainage easement and a 156,158 square foot temporary easement. The acquisition will cause the relocation of a volleyball court, bar-b-cue area and other site amenities.

<u>Analysis</u>: The acquisition was appraised at \$29,700 consisting of \$2,955 (\$.50 per square foot) for the land, \$185 for the drainage easement, \$20,160 for the temporary easement and \$6,400 for site damages. The costs to replace the site improvements pursuant to all regulatory requirements were reviewed and found to be insufficient. The actual cost to cure was estimated at \$11,700 making the total acquisition cost \$35,000. The owner has agreed to accept this amount.

<u>Financial Considerations</u>: The funding source for the project is General Obligation Bonds. A budget of \$36,000 is requested. This includes \$35,000 for the acquisitions and \$1,000 for title work, surveys, closing costs, and other administrative fees.

Goal Impact: The acquisition of these parcels is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

<u>Legal Considerations</u>: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate purchase agreement; and 3) Authorize the necessary signatures.

Attachments: Aerial map, real estate agreement, and tract map.

PROJECT:

13th Street Floodway Crossing

DATE:

COUNTY: Sedgwick

TRACT NO.: 1

CITY OF WICHITA, KANSAS

A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED, PERMANENT EASEMENT AND TEMPORARY EASEMENT

THIS AGREEMENT made and entered into this_	day of	, 2012	by	and
between:				

Board of County Commissioners of Sedgwick County, Kansas, landowner(s), and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

Commencing from the Southwest corner of Lot 2, Block A, Sedgwick County Zoo Second Addition to Sedgwick County, Kansas; thence N 89°31'43"E, along the South line of said Lot 2, a distance of 920.00 feet; thence N 85°31'28"E, along said South line, a distance of 501.22 feet; thence N 89°57'05"E, along said South line, a distance of 1847.86 feet to the point of beginning; FIRST COURSE, thence continuing N 89°57'05"E, along said South line, a distance of 55.30 feet to the P.C. of a non-tangent curve to the left; SECOND COURSE, thence along said South line and along said curve having a chord bearing N 84°25'25"E, a chord distance of 224.91 feet, a radius of 1357.40 feet, through a central angle of 9°30'15" for a distance of 225.17 feet; THIRD COURSE, thence S 85°30'50"W for a distance of 280.00 feet to the point of beginning, containing 0.030 acres (1,298.90 sq. ft.), more or less. Together with all right of access to and from the abutting public roadway over and across said "THIRD COURSE".

And a Sanitary Sewer Easement Described as Follows:

Commencing from the Southwest corner of Lot 2, Block A, Sedgwick County Zoo Second Addition to Sedgwick County, Kansas; thence N89°31'43"E, along the South line of said Lot 2, a distance of 920.00 feet; thence N85°31'28"E, along said South line, a distance of 501.22 feet; thence N89°57'05"E, along said South line, a distance of 1696.58 feet; thence N00°02'55"W, perpendicular to said South line, a distance of 20 feet to the point of beginning; thence N89°57'05"E, parallel with said South line, a distance of 206.31 feet to the P.C. of a non-tangent curve to the left; thence along

Rev. 9-94

D. O. T.

Form No. 1716

said curve having a chord bearing N84°25'25"E, a chord distance of 221.59 feet, a radius of 1337.40 feet, through a central angle of 9°30'15" for a distance of 221.85 feet; thence S84°54'59"W for a distance of 181.39 feet; thence S88°41'20"W for a distance of 246.24 feet to the point of beginning, containing 0.032 acres (1,411.77 sq. ft.), more or less.

And Temporary Construction Easements Described as Follows:

Beginning at the Southwest corner of Lot 2, Block A, Sedgwick County Zoo Second Addition to Sedgwick County, Kansas; thence N 00°28'58"W, along the West line of said Lot 2, a distance of 30.50 feet; thence S 44°43'31"E for a distance of 42.58 feet to the South line of said Lot 2; thence S 89°31'43"W, along said South line, a distance of 29.71 feet to the point of beginning, containing 0.010 acres (452.98 sq. ft.), more or less and

Commencing from the Southwest corner of Lot 2, Block A, Sedgwick County Zoo Second Addition to Sedgwick County, Kansas; thence N89°31'43"E, along the South line of said Lot 2, a distance of 920.00 feet; thence N85°31'28"E, along said South line, a distance of 501.22 feet; thence N89°57'05"E, along said South line, a distance of 1682.36 feet; thence N00°02'55"W, perpendicular to said South line, a distance of 20 feet to the point of beginning; thence N89°57'05"E, parallel with said South line, a distance of 14.22 feet; thence N88°41'20"E for a distance of 246.24 feet; thence N84°54'59"E for a distance of 181.39 feet to the P.C. of a non-tangent curve to the left; thence along said curve having a chord bearing N79°01'10"E, a chord distance of 30.45 feet, a radius of 1337.40 feet, through a central angle of 1°18'16" for a distance of 30.45 feet to a point on the East line of said Lot 2; thence N00°00'00"E, along said East line, a distance of 16.94 feet; thence S84°54'59"W for a distance of 212.52 feet; thence S88°41'20"W for a distance of 259.36 feet; thence S00°02'55"E for a distance of 19.69 feet to the point of beginning, containing 0.216 acres (9,390.11 sq. ft.), more or less and

Commencing from the Southwest corner of Lot 2, Block A, Sedgwick County Zoo Second Addition to Sedgwick County, Kansas; thence N 89°31'43"E, along the South line of said Lot 2, a distance of 920.00 feet; thence N 85°31'28"E, along said South line, a distance of 501.22 feet; thence N 89°57'05"E, along said South line, a distance of 474.56 feet to the point of beginning; thence continuing N 89°57'05"E, along said South line, a distance of 650.06 feet; thence N00°49'25"W for a distance of 229.50 feet; thence S 89°10'35"W for a distance of 650.00 feet; thence S 00°49'25"E for a distance of 220.70 feet to the point of beginning, containing 3.359 acres (146,315.18 sq. ft.), more or less.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

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The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 10 days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 1,299 square feet for right-of-way	\$ 2,955
Approximately 1,412 square feet for sanitary sewer easement	\$ 180
Approximately 156,158/ square feet for temporary easement	\$ 20,165
Cost to Cure including but not limited to fencing, trees,	
Volleyball court, etc.	\$ 11,700

TOTAL \$ 35,000

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

Board of County Commissioners of Sedgwick County, Kansas
David Unruh, Chairman
ATTEST:
Approved as to form:
Richard Euson, Sedgwick County Counselor
BUYER: City of Wichita, KS, a municipal corporation
Carl Brewer, Mayor

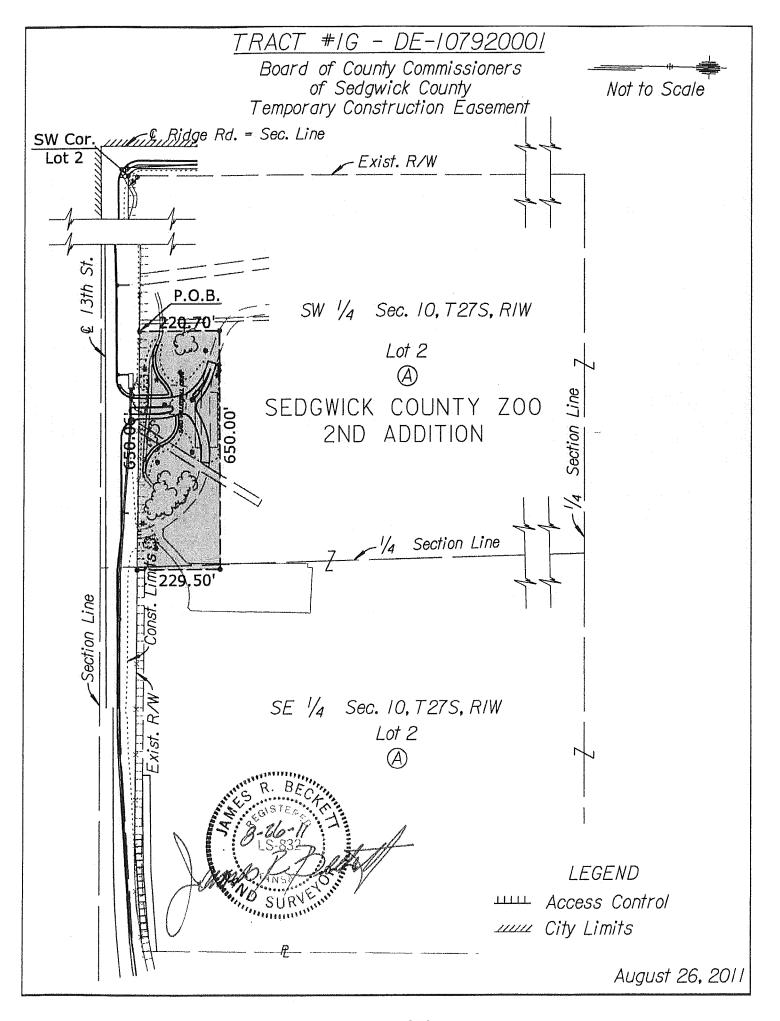
Rev. 9-94 Form No. 1716

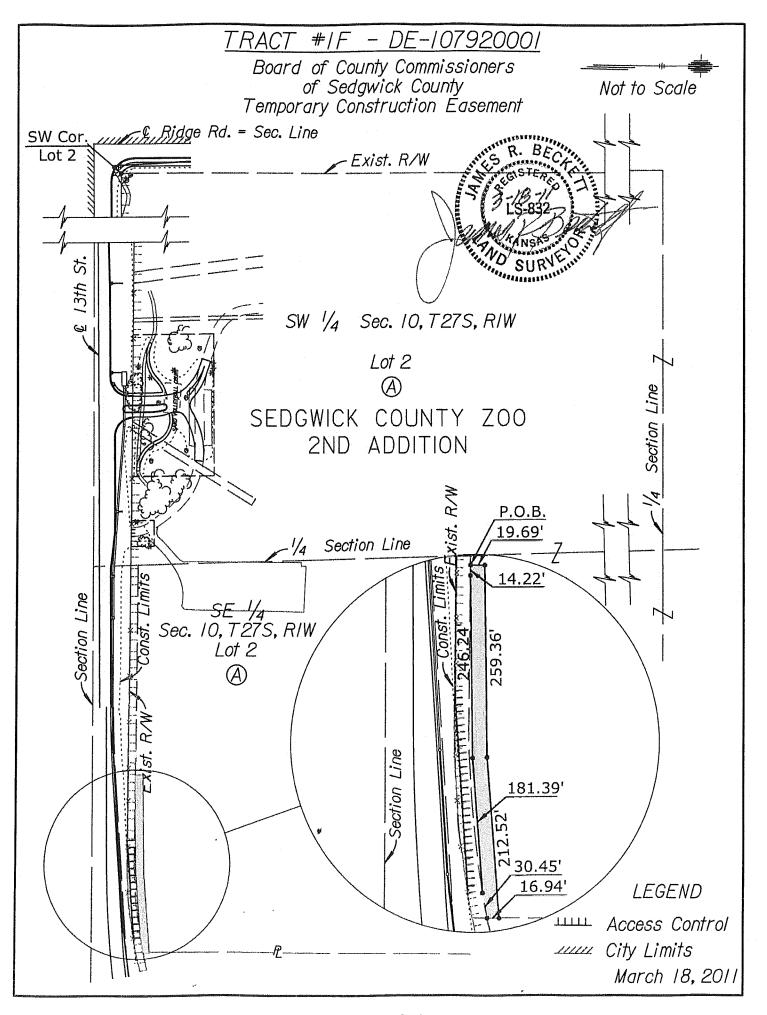
LANDOWNER:

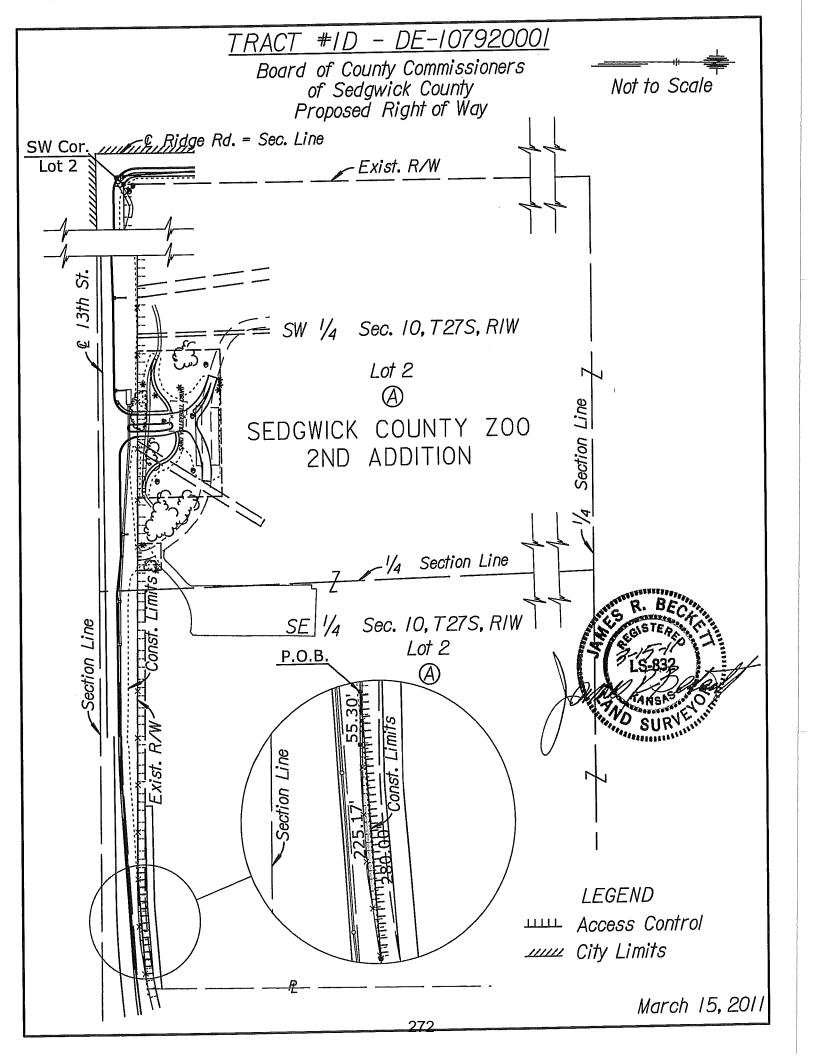
D. O. T.

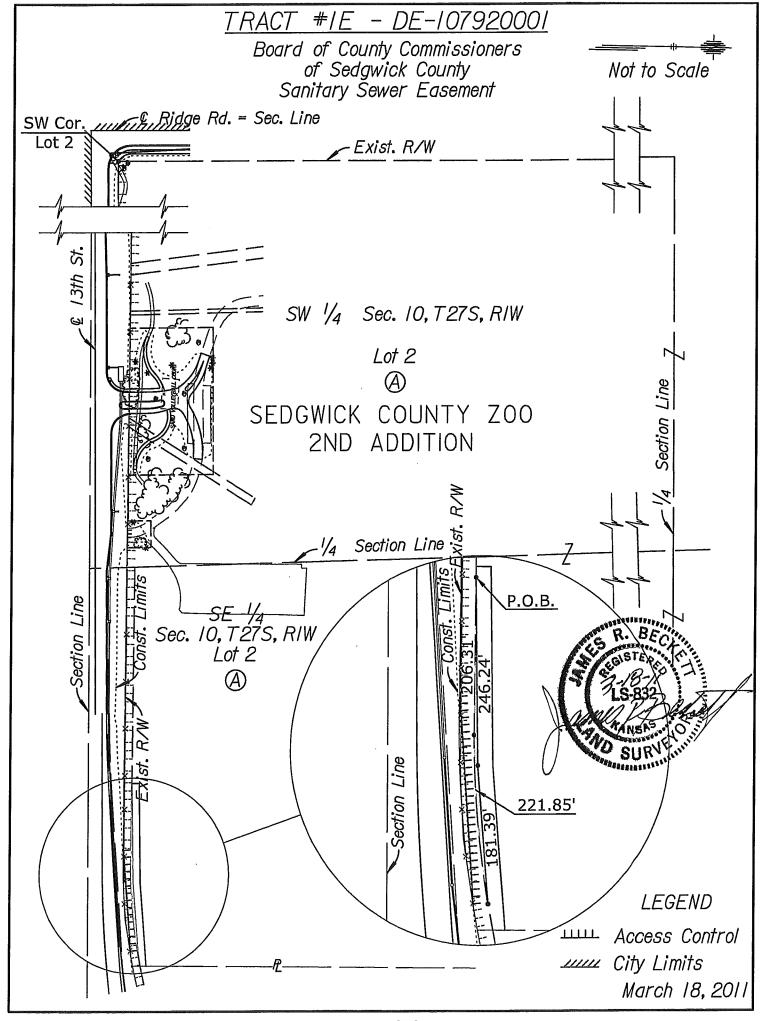
ATTEST:
Karen Sublett, City Clerk
Approved as to form:
Gary E. Rebenstorf, Director of Law

Rev. 9-94 Form No. 1716 D. O. T.



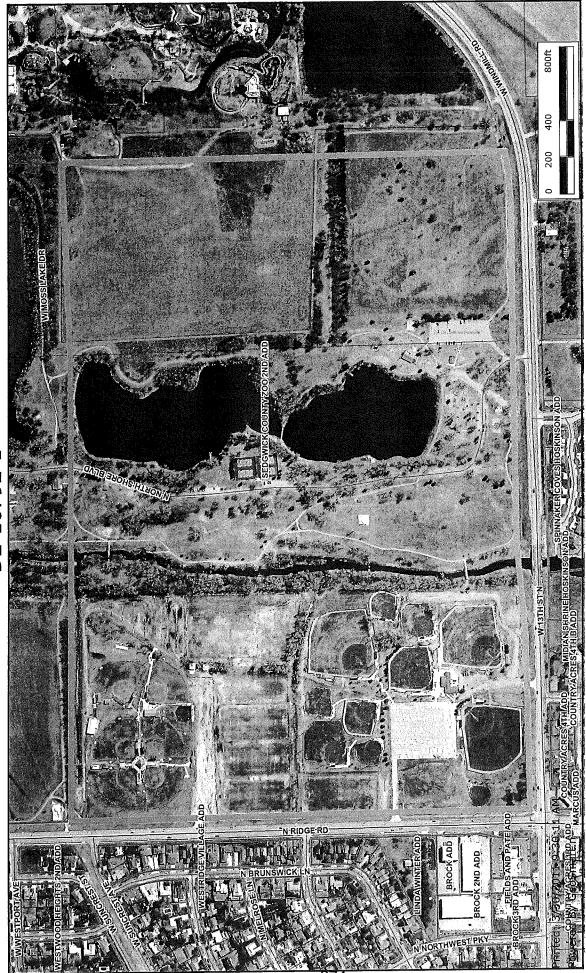






BOCC of Sedgwick County

DE-10792-1





DICHITA Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranth, representation or guaranty as to the content, accuracy, fimeliness or completeness of any of the data provided here and used forthe preparation of these maps has been obtained so not easted or maintained by the City of Wichita shall assume no liability for any decisions made or additional the propriation of the propagation of that minished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning. Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Swimming Pool Improvements (Districts I, II, IV, V and VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendations: Approve the amended bonding resolution and authorize the project.

Background: The Edgemoor pool was built in 1963 and the Country Acres pool was built in 1957. Since that time, no major structural modifications have been made. Both pools are currently showing major cracks, experiencing significant water loss. The undetermined leakage locations cause environmental concerns as to where the runoff is going as well as safety concerns for the pool patrons. Based on the average daily water loss for each pool, calculations are as follows:

- Edgemoor pool is leaking six inches per day at a rate of 30,500 gallons. (almost 10% of capacity)
- Country Acres pool is leaking nine inches per day at a rate of 19,750 gallons. (almost 13% of capacity)

The 2009-2010 Swimming Pool Improvements/Renovation CIP Project was approved by the City Council on March 9, 2010, funding the renovation or updates of several swimming pools. Currently, the electrical updates and pool basin improvements have been made at Aley, Boston, Linwood and McAdams; a new guard stand has been mounted at College Hill; and benches have been replaced at Boston, Country Acres and Edgemoor.

<u>Analysis:</u> Based on the observations of staff, increased water usage, along with the age and problems associated with the pools, it is recommended that a complete structural safety analysis be performed by a qualified professional engineer. The Park and Recreation Department would like to use the remaining funds in the previously approved CIP project to finance expenditures for professional architect services. It has been estimated the cost for these services will be approximately \$10,800 based upon working with the Public Works Department. Following the structural safety analysis, determination can be made regarding the feasibility of the repairs and/or improvements.

<u>Financial Considerations</u>: The 2009-2010 Park CIP provides a total of \$160,000 for swimming pool refurbishments. The remaining CIP funds in addition to the administration fees are \$47,439.56 and will cover the expenses for the structural safety analysis. The source of funding is General Obligation bonds.

<u>Goal Impact:</u> Park and Recreation improvements positively impact Quality of Life in the community. Maintaining community assets through pool structure improvements enhances the vitality of neighborhoods.

<u>Legal Considerations</u>: The Law Department has approved the bonding resolution as to form.

Recommendation/Actions: It is recommended that the City Council 1) approve the substitution of projects, 2) approve the amended bonding resolution, 3) authorize initiation of the project and 4) authorize all necessary signatures.

Attachments: Amended Bonding resolution.

First Published in the Wichita Eagle on February 17, 2012 173101

RESOLUTION NO. 12-045

A RESOLUTION AMENDING SECTION 1 OF RESOLUTION NO. 10-065, AND AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE IMPROVEMENTS AND REFURBISHMENTS AT VARIOUS MUNICIPAL SWIMMING POOLS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

<u>SECTION 1</u>: That Section 1 of Resolution NO. 10-065, adopted March 9, 2010 is hereby amended to read as follows:

"SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, material and equipment for improvements and refurbishments at the following municipal pools: Pool basin improvements at Aley, Boston, Linwood, McAdams and Orchard; Guard stand replacement at College Hill; High Dive standard demolition and replacement at McAdams; Installation of outside electrical source for safety reasons at Aley, College Hill, Linwood, Minisa and Orchard; Bench replacements at Boston, Country Acres and Edgemoor; evaluation of the existing operating conditions of Edgemoor and Country Acres Swimming Pools."

<u>SECTION 2:</u> That Section 1 of Resolution NO. 10-065, as it previously existed, is hereby repealed and replaced in its entirety by the foregoing amended section.

<u>SECTION 3:</u> That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

<u>SECTION 4:</u> That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 14th day of February, 2012.

ATTEST:	Carl Brewer, Mayor
Karen Sublett, City Clerk	
Approved as to form:	
Gary E. Rebenstorf City Attorney	

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Support of Sedgwick County's application for 2013 Juvenile Accountability

Block Grant (JABG) funding

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the waiver of funding.

Background: Since approximately 1999, Sedgwick County and the City of Wichita have been awarded the Juvenile Accountability Block Grant (JABG) through the Juvenile Justice Authority of the State of Kansas. The purpose of these grants has been to financially support juvenile initiatives/programs that focus on intervention and prevention within the community. The City of Wichita recently received notice from Sedgwick County that the 2012 Juvenile Accountability Block Grant allocation has been determined. The total amount of the grant is \$24,180; \$10,679 of which is allocated for the City of Wichita. In order to receive this funding, the City of Wichita would need to make application designating the funding for specific programs related to juvenile justice. The application is due March 31, 2012 and requires a ten percent match from the receiving agency.

Historically, the City of Wichita has waived the right to apply for this funding and requested that Sedgwick County, as primary provider of juvenile justice services in the area, be allocated the designated funds.

<u>Analysis</u>: The Juvenile Justice Authority requests a letter of support from the City of Wichita indicating the City declines the award and requests the funds be allocated to the Sedgwick County Department of Corrections for use by the juvenile diversion program in the District Attorney's Office.

<u>Financial Considerations</u>: The City of Wichita will waive the right to apply for \$10,679 in Juvenile Accountability Block Grant Funding.

<u>Goal Impact</u>: Under the City of Wichita's Safe and Secure Initiative, the additional funding will help to ensure the Police Department can continue its emphasis on the community policing philosophy. This philosophy relies on the positive interactions between the police, other governmental and non-governmental agencies, and the community to best address our community's needs regarding safety, crime prevention, and crime-related quality-of-life issues.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council approve the waiver of funding and authorize the appropriate signatures on the letter of support.

<u>Attachments</u>: Letter of support.



February 14, 2012

Don Chronister Juvenile Justice Specialist Juvenile Justice Authority 714 SW Jackson, Suite 300 Topeka, KS 66603

Re: 2013 JABG Direct Award

Dear Mr. Chronister:

The City of Wichita certifies that they recognize that \$10,679 Juvenile Accountability Block Grant funds are set aside for the City of Wichita.

The City of Wichita does not accept the award and request these funds be allocated to the Sedgwick County Department of Corrections for their Juvenile Corrections Programs.

Sincerely,

Carl Brewer, Mayor City of Wichita

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Memorandum of Agreement between the City of Wichita and the Kansas State

Historic Preservation Officer (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the Memorandum of Agreement and authorize the necessary signatures.

Background: The City Council has approved CDBG funding for the Home Improvement Loan program to be administered by the Housing and Community Services Department. This program provides financing to reduce the interest rate for qualified homeowners, in order for them to access home improvement loans through local lenders. The amount of the interest subsidy is 4% below the agreed-upon interest rate by the lending institution.

The owner of property located at 1857 N. Lorraine was approved for the Home Improvement Loan Program to install vinyl siding on the house and replace some windows on three sides of the house.

When approving home repair or improvement projects, the City is required to conduct an environmental review for all CDBG-funded activities. The HUD environmental review includes a Section 106 Review for compliance with federal historic preservation regulations. During the Section 106 Review process City staff consulted with the Kansas State Historic Preservation Officer (SHPO) and determined the following.

- The house at 1857 N. Lorraine Street is potentially eligible for listing in the National Register of Historic Places.
- There are no properties in the immediate area that are potentially eligible for listing in the National Register of Historic Places.
- The proposed project will have an adverse effect on the structure's eligibility for listing on the National Register of Historic Places. The proposed installation of vinyl siding over the existing wood siding and the materials associated with the proposed replacement of the windows are not in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

According to Section 106 Review regulations, the determination of the project's adverse effect requires the City to enter into a Memorandum of Agreement (MOA) with the Kansas SHPO in order to proceed with the project as proposed. The MOA is a legally binding agreement that stipulates the actions that are necessary for the City to mitigate the adverse effects to the properties listed or eligible for listing in the National Register of Historic Places. The creation of the MOA requires the City to provide opportunities for public review and input. City staff published a public notice in the Wichita Eagle on November 22, 2011 and held a public meeting at the Atwater Neighborhood City Hall on December 1, 2011.

<u>Analysis:</u> Based on the public input received and the SHPO required mitigation actions for previous projects, City staff evaluated multiple mitigation action options for inclusion in the MOA. Ultimately,

staff identified the action of distributing information packets to the owners of five properties in the Area of Potential Effect (identified during the Section 106 Review process) as the sole preferred mitigation action. The recommended mitigation action is included in a proposed MOA, which was submitted to the Kansas SHPO for review. The SHPO has agreed to the conditions of the agreement and signed the MOA.

Financial Considerations: The estimated cost to create and distribute the information packets will be less than \$100 and will be paid from Housing and Community Services Department CDBG accounts.

Goal Impact: This item impacts the Safe and Secure Community and Support a Dynamic Core Area & Vibrant Neighborhoods goals.

<u>Legal Considerations:</u> The Memorandum of Agreement has been drafted in accordance with stipulations set forth in HUD's Code of Federal Regulations (36 CFR 800) and has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Memorandum of Agreement and authorize the necessary signatures.

<u>Attachments:</u> Memorandum of Agreement between the City of Wichita and the Kansas State Historic Preservation Officer.

MEMORANDUM OF AGREEMENT

BETWEEN CITY OF WICHITA

AND THE

KANSAS STATE HISTORIC PRESERVATION OFFICER

REGARDING THE

REHABILITATION PROJECT AT 1857 NORTH LORRAINE, WICHITA, KANSAS

WHEREAS, the **CITY of Wichita** (CITY) plans to provide financial assistance to the property owner of 1857 N. Lorraine (Project); and

WHEREAS, the CITY is acting as the Responsible Entity for the HUD environmental review, per 24 C.F.R. 58.2(a)(7); and

WHEREAS, the CITY plans to fund and carry out the rehabilitation Project pursuant to the Housing and Community Development Act of 1974 as amended, thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470f, and its implementing regulations, 36 C.F.R. part 800; and

WHEREAS, the CITY has defined the undertaking's area of effect (A.P.E.) as the immediate surrounding properties on North Lorraine and East 18th Street as described in Attachment A; and

WHEREAS, the CITY has determined that the undertaking may have an adverse effect on 1857 N. Lorraine, which is potentially eligible for listing in the National Register of Historic Places; and has consulted with the Kansas State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. part 800; and

WHEREAS, the CITY, acting as the Responsible Entity, has conducted public outreach by hosting a public meeting on December 1, 2011 and published a public notice about the meeting and initiating a 15 day public comment period on December 1, 2011; a public meeting and invited public comments regarding the effects of the undertaking on 1857 N. Lorraine; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the CITY has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination providing the specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii),

NOW, THEREFORE, the CITY and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on the historic properties.

STIPULATIONS

The CITY shall ensure that the following measures are carried out:

I. DISTRIBUTION OF HOUSE MAINTENANCE EDUCATION MATERIALS

Packets containing educational materials about affordable home maintenance techniques including window repair, siding repair and proper preparation for painting that can preserve the historic integrity of structures, including DVDs with the CITY of Wichita Bob Yapp educational sessions, will be distributed to all of the individuals/ organizations that own property within the Project A.P.E. The packet will also contain information about the CITY of Wichita historic loan programs.

II. DURATION

This MOA will be null and void if its terms are not carried out within two (2) years from the date of its execution. At such time, and prior to work continuing on the undertaking, the CITY shall either (a) execute a MOA pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Prior to such time, the CITY may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below. The CITY shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW DISCOVERIES.

In the event that during the undertaking and implementation of the MOA stipulations, an unanticipated historic resource is discovered or event occurs, the CITY will immediately consult with the SHPO to determine if the MOA needs to be modified to address this resource/event.

IV. EMERGENCY SITUATIONS

In the event of an emergency during the undertaking and implementation of the MOA stipulations the CITY will immediately consult with the SHPO to determine if the MOA needs to be modified to address this resource/event.

V. MONITORING AND REPORTING.

Each year following the execution of this MOA until it expires or is terminated, the CITY shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in CITY's efforts to carry out the terms of this MOA.

VI. DISPUTE RESOLUTION.

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the CITY shall consult with such party to resolve the objection. If the CITY determines, within 30 days, that such objection(s) cannot be resolved, CITY will:

- A. Forward all documentation relevant to the dispute, including the CITY's proposed resolution to the ACHP. The ACHP shall provide the CITY with its advice on the resolution of the objection within thirty (30) days or receiving adequate documentation. Prior to reaching a final decision on the dispute, the CITY shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The CITY will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) time period, the CITY may make a final decision regarding the dispute and shall proceed accordingly. Prior to reaching such a final decision, the CITY shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
- C. It is the City's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VII. AMENDMENTS AND NONCOMPLIANCE

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all the signatories is filed with the ACHP.

VIII. TERMINATION

If the SHPO, City, or ACHP determines that the terms of the MOA will not or cannot be carried out, that party shall immediately consult with the other MOA signatories to attempt to develop an amendment per Stipulation X, above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

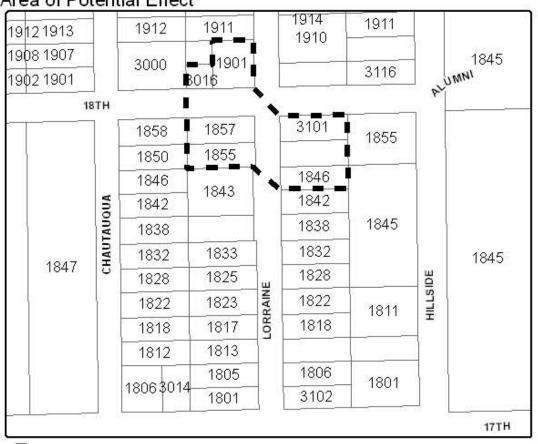
Once the MOA is terminated, and prior to work continuing on the undertaking, the CITY must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. The CITY shall notify the signatories as to the course of action it will pursue.

EXECUTION of this Memorandum of Agreement by the CITY and Kansas SHPO, and implementation of its terms evidence that the CITY has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

SIGNATORIES:		
CITY of Wichita		
Date Carl Brewer, Mayor		
Carl Brewer, Mayor		
Kansas State Historic Preservation	Officer	
Date		
Jennie Chinn, State Historic Preserv	ration Officer	
Patrick Zollner, Deputy State Histor	ric Preservation Officer for Jennie	Chinn
Attest:		
Karen Sublett, CITY Clerk	Date	
Approved as to Form:		
Gary Rebenstorf	Date	_
Director of Law		

ATTACHMENT A RESOURCES WITHIN THE AREA OF POTENTIAL EFFECT DETERMINED TO BE ADVERSELY AFFECTED

1857 N. Lorraine Proposed Vinyl Siding Installation and Window Repalcement Area of Potential Effect



0.00	Arthra
	Area of Potential Effect
Ī	Parcel Boundaries

Resource	Eligibility Status
1857 N. Lorraine	Determined to be potentially eligible for listing on the
	NRHP per the SHPO letter 10/10/2011
1855 N. Lorraine	Determined not eligible by Wichita Historic
	Preservation Office 10/5/2011 non-original siding,
	significant alterations
1846 N. Lorraine	Determined not eligible by Wichita Historic
	Preservation Office 10/5/2011, significant alterations
1901 N. Lorraine	Determined not eligible by Wichita Historic
	Preservation Office 10/5/2011 non-original siding,
	significant alterations
3016 E. 18 th Street	Determined not eligible by Wichita Historic
	Preservation Office 10/5/2011 non-original siding,
	significant alterations

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Purchase Option (Wichita Residence, formerly Cambridge Suites) (District I)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution and approve the necessary signatures.

Background: On March 27, 2001, the City Council approved the issuance of Industrial Revenue Bonds (IRB) for Cambridge Suites, a Wichita based hotel owned by Jack DeBoer and Greg Kossover, in the amount not-to-exceed \$2 million and a five-year 100% property tax abatement on all bond-financed property not already on the tax rolls. The bond proceeds were used for the purpose of constructing and equipping additions to the hotel complex, located at 120 W. Orme. On June 19, 2001, the City Council also approved Cambridge Suites' request to change the name of the legal entity to Wichita Residence, a General Partnership. The City received notice from Wichita Residence of its intention to exercise the IRB purchase option and requests approval of the deed back of the IRB-financed property.

<u>Analysis</u>: Under the provisions of the IRB Lease between Wichita Residence, A General Partnership ("Tenant") and the City, the Tenant has the option, if all outstanding bonds and fees have been paid, to purchase the facilities from the City of Wichita for the sum of \$1,000. The Tenant made final payment on the bonds at the end of 2011.

<u>Financial Considerations</u>: The City has received payment of the \$1,000 purchase option price required by the Lease Agreement. There are no fiscal impacts to the City as a result of the purchase option.

<u>Goal Impact</u>: Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

<u>Legal Considerations</u>: The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The Resolution authorizing execution of the Bill of Sale, Special Warranty Deed and Termination of Lease Agreement, and the delivery of such documents have been approved as to form by the Law Department.

<u>Recommendations/Actions</u>: It is recommended that the City Council adopt the Resolution approving the Bill of Sale, Termination of Lease Agreement and Special Warranty Deed to convey the property to Northridge Warehouse, LLC and authorize the necessary signatures.

Attachments: Resolution, Special Warranty Deed, Termination of Lease Agreement,

RESOLUTION NO. 12-038

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE CITY TO CONVEY TITLE TO THE PROJECT; AUTHORIZING EXECUTION OF A SPECIAL WARRANTY DEED, BILL OF SALE AND TERMINATION AND RELEASE OF THE LEASE; AND AUTHORIZING THE EXECUTION OF ALL SUCH OTHER DOCUMENTS NECESSARY TO CONVEY TITLE TO SUCH PROJECT TO WICHITA RESIDENCE, A GENERAL PARTNERSHIP.

WHEREAS, pursuant to the provisions of K.S.A. 12-1740, *et seq.*, as amended (the "Act"), the City of Wichita, Kansas (the "City"), in order to stimulate and develop the general economic welfare and prosperity of the City and its environs, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, previously issued its City of Wichita, Kansas, Industrial Revenue Bonds, Series IV, 2001 (Wichita Residence, A General Partnership Project) in the original aggregate principal amount of \$1,421,000 (the "Series IV, 2001 Bonds") for the purpose of providing funds to acquire, construct and equip an expansion to an existing commercial facility located in the City of Wichita, Kansas (the "Project"); and

WHEREAS, pursuant to the Act, the City leased the Project to Wichita Residence, A General Partnership, Inc., a corporation organized under the laws of the State of Kansas (the "Tenant") pursuant to a certain Lease dated as of December 1, 2001 (the "Lease"); and

WHEREAS, the outstanding Bonds have been paid in full at their maturity; and

WHEREAS, Security Bank of Kansas City located in Kansas City, Kansas (the "Trustee"), has provided written verification and the Trustee has also confirmed that no event of default is outstanding under the Lease; and

WHEREAS, the City has received notice of the Tenant's intent to exercise its option to purchase the Project and the City wishes to expedite that process.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

- 1. That the City acknowledges receipt of the Tenant's notice of its intent to exercise its option to purchase the Project as set forth in the Lease.
- 2. That the City is hereby authorized to convey the Project to the Tenant in exchange for the performance of the covenants and payment of the consideration established by the Lease as conditions precedent to such conveyance, including but not limited to the payment by the Tenant of \$1,000.00 to the City pursuant to Section 16.1 of the Lease.

- 3. That the Mayor or Vice Mayor are hereby authorized to execute, and the City Clerk or Deputy City Clerk are hereby authorized to attest, all documents necessary to effect the sale of the Project to the Tenant including but not limited to a Special Warranty Deed, the Bill of Sale, Termination and Release of Lease, and termination of all existing financing statements.
- 4. That the Mayor or City Clerk, or other appropriate staff of the City, are respectively authorized to deliver the documents referenced in the foregoing paragraph to the Trustee, for delivery on behalf of the City, at such time as the Trustee shall have received, and certified receipt of, all sums necessary to pay the Bonds (together with all costs, expenses and premiums of such payment).
- 5. That the Mayor or Vice Mayor and the City Clerk or Deputy City Clerk, or other appropriate staff of the City, are hereby authorized and directed to take all such other actions not inconsistent herewith as may be appropriate or desirable to accomplish the purpose of this Resolution.

[Remainder of this page intentionally left blank]

-2- Resolution

PASSED AND APPROVED by the gove of February, 2012.	erning body of the City of Wichita, Kansas this 14 th day
[Seal]	CITY OF WICHITA, KANSAS
	By:Carl Brewer, Mayor
ATTEST:	
Karen Sublett, City Clerk	-
Approved as to Form:	
	_
Gary E. Rebenstorf City Attorney	

TERMINATION AND RELEASE OF LEASE

THIS TERMINATION AND RELEASE OF LEASE dated as of the _____ day of February, 2012, by and among the City of Wichita, Kansas, a municipal corporation (the "City"), Wichita Residence, A General Partnership, a corporation organized under the laws of the State of Kansas (the "Tenant") and Security Bank of Kansas City of Kansas City, Kansas, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, with its office located in the Kansas City, Kansas (the "Trustee");

WITNESETH:

WHEREAS, the City heretofore leased to the Tenant certain real and personal property pursuant to a Lease dated as of December 1, 2001, by and between the City and the Tenant (the "Lease"), a notice of said Lease being duly recorded with the Register of Deeds of Sedgwick County in Film 2347 at Page 2038; and

WHEREAS, said Lease was assigned by the City to the Trustee pursuant to the Indenture (hereinafter defined); and

WHEREAS, the property covered by the Lease consists of the following:

THE LAND. The following described real estate located in Sedgwick County, Kansas, to wit:

Parcel #1

Beginning at the Northwest corner of Lot 2, The South Main Plaza, Wichita, Kansas, Sedgwick County, Kansas; thence south along the West line of said Lot 2, 42.25 feet; thence east parallel with the North of said Lot 2, 20 feet; thence south parallel with the West line of said Lot 2, 152.7 feet to a point 26.35 feet north of the South line of said Lot 2; thence east parallel with the South line of said Lot 2, 146.18 feet to the East line thereof; thence north along the East line of said Lot 2, 197.69 feet to the Northeast corner thereof; thence west 149.51 feet to beginning, EXCEPT beginning at a point on the North line of Lot 2, The South Main Plaza, said point being 100 feet east of the Northwest corner; thence southeasterly to a point on the East line of said Lot, said point being 146.35 feet north of the Southeast corner; thence north and northwesterly along the East line of said Lot to the North line of said Lot; thence west along said North line to the point of beginning.

Parcel #2

Lot 4, Greenway Addition to Wichita, Sedgwick County, Kansas, EXCEPT the north 15 feet thereof; and

<u>THE IMPROVEMENTS</u>: all buildings and improvements now or hereafter constructed, located or installed upon the Land pursuant to the Lease, and constituting the "Improvements" as referred to in said Lease and more specifically described as follows:

THE IMPROVEMENTS.

- (a) An addition of three, two-story buildings to an existing extended stay, business hotel facility.
- (b) Machinery, equipment and furnishings purchased with 2000 Bond Proceeds.

The property described above, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of Sections 11.1 and 12.1 of the Lease, constitute the "Project" as referred to in both the Lease and the Indenture.

WHEREAS, the City previously had outstanding its Industrial Revenue Bonds, Series IV, 2000 (Wichita Residence, A General Partnership Project) in the original aggregate principal amount of \$1,421,000, dated December 1, 2001 (the "Series IV, 2001 Bonds") referred to herein as the Bonds; and

WHEREAS, all Outstanding Bonds have been paid in full, and no Bonds remain Outstanding under the Trust Indenture dated as of December 1, 2001 (the "Indenture") by and between the City and the Trustee, authorizing and securing the Bonds; and,

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Lease is hereby terminated and released.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the day of February, 2012.
CITY OF WICHITA, KANSAS [Seal]
By: Carl Brewer, Mayor
ATTEST:
Karen Sublett, City Clerk
ACKNOWLEDGMENT
STATE OF KANSAS)) ss: COUNTY OF SEDGWICK)
BE IT REMEMBERED that on this day of February, 2012, before me, a notary public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City and such persons duly acknowledged the execution of the same to be the act and deed of said City.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.
Notary Public
My Appointment Expires:

	By: Name:
	Title:
	<u>ACKNOWLEDGMENT</u>
STATE OF KANSAS)) SS:
COUNTY OF SEDGWICK)
in and for said County and S General PArtnership, a corpor State, who is personally know person who executed, as such duly acknowledged the execut	ED that on this day of, 2012, before me, a notary public State, came, of Wichita Residence, A ration duly organized and existing under and by virtue of the laws of said n to me to be an officer, and who is personally known to me to be the same officer, the within instrument on behalf of said partnership, and such person ion of the same to be the act and deed of said partnership. EOF, I have hereunto set my hand and affixed my official seal, the day and
	Notary Public
My appointment expires:	

Wichita Residence, a General Partnership

	Security Bank of Kansas City
	Kansas City, Kansas
	By:
	Name:
	Title:
	ACKNOWLEDGMENT
STATE OF KANSAS)) SS:
STATE OF KANSAS COUNTY OF) 33.
BE IT REMEMBEI	RED, that on this day of, 2012, before me, a notary public ir
	tate, came, of UMB Bank of Wichita association duly organized and existing and authorized to accept and execute
	set forth under the laws of the United States, who is personally known to me
	executed, as such officer, the within instrument on behalf of said bank, and
such person duly acknowled	ged the execution of the same to be the act and deed of said bank.
IN WITNIECE WILL	EDECE. I have harounts set my hand and officed my official seal, the day one
year last above written.	EREOF, I have hereunto set my hand and affixed my official seal, the day and
year rast assive written.	
	Notary Public
	rotally I dolle
Mr. Amaintment Fraince	
My Appointment Expires:	

This Deed is exempt from filing a Real Estate Sales Validation Questionnaire pursuant to Exception No. 2 of K.S.A. 79-1437(e) and is made for the purpose of releasing an ownership interest in property which provided security for a debt or other obligation.

SPECIAL WARRANTY DEED

THIS INDENTURE, made on this ____ day of February, 2012, by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the "Grantor"), and Wichita Residence, a General Partnership, a corporation (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the following real property situated in Sedgwick County, Kansas:

Parcel #1

Beginning at the Northwest corner of Lot 2, The South Main Plaza, Wichita, Kansas, Sedgwick County, Kansas; thence south along the West line of said Lot 2, 42.25 feet; thence east parallel with the North of said Lot 2, 20 feet; thence south parallel with the West line of said Lot 2, 152.7 feet to a point 26.35 feet north of the South line of said Lot 2; thence east parallel with the South line of said Lot 2, 146.18 feet to the East line thereof; thence north along the East line of said Lot 2, 197.69 feet to the Northeast corner thereof; thence west 149.51 feet to beginning, EXCEPT beginning at a point on the North line of Lot 2, The South Main Plaza, said point being 100 feet east of the Northwest corner; thence southeasterly to a point on the East line of said Lot, said point being 146.35 feet north of the Southeast corner; thence north and northwesterly along the East line of said Lot to the North line of said Lot; thence west along said North line to the point of beginning.

Parcel #2

Lot 4, Greenway Addition to Wichita, Sedgwick County, Kansas, EXCEPT the north 15 feet thereof; and

<u>THE IMPROVEMENTS</u>: all buildings and improvements now or hereafter constructed, located or installed upon the Land pursuant to the Lease, and constituting the "Improvements" as referred to in said Lease and more specifically described as follows:

THE IMPROVEMENTS.

- (a) An addition of three, two-story buildings to an existing extended stay, business hotel facility.
- (b) Machinery, equipment and furnishings purchased with 2000 Bond Proceeds.

The property described above, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of Sections 11.1 and 12.1 of the Lease, constitute the "Project" as referred to in both the Lease and the Indenture.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented, including but not limited to a certain Lease dated December 1, 2001 by and between the Grantee and the Grantor in connection with the issuance of the Industrial Revenue Bonds, Series IV, 2001 (Wichita Residence, a General Partnership) in the aggregate principal amount of \$1,421,000 (the "Series IV, 2001 Bonds"); (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the ____ day of February, 2012.

CITY OF WICHITA, KANSAS

	Ву:
[SEAL]	Carl Brewer, Mayor
ATTEST:	
Karen Sublett, City Clerk	
	ACKNOWLEDGMENTS
STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:)
and for said County and State, corporation of the State of K personally known to me to be	ED that on this day of February, 2012, , before me, a notary public in e, came Carl A. Brewer, Mayor of the City of Wichita, Kansas, a municipal Kansas (the "City"), and Karen Sublett, City Clerk of said City, who are e the same persons who executed, as such officers, the within instrument on persons duly acknowledged the execution of the same to be the act and deed
IN WITNESS WHER year last above written.	REOF, I have hereunto set my hand and affixed my official seal, the day and
	Notary Public
My Appointment Expires:	
Approved as to Form:	
Gary E. Rebenstorf	

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Purchase Option (BG Products, Inc.) (District I)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution and approve the necessary signatures.

Background: On June 16, 1998, the City Council approved the issuance of Industrial Revenue Bonds (IRBs) in the amount of \$4,700,000 to BG Products, Inc. In conjunction with the bond issue, the City Council approved a 100% property tax abatement for a 5-year term on the project, plus a second 5 years subject to Council review. Bond proceeds were used to construct a building expansion located at 701 S. Wichita.

The City received notice from BG Products, Inc. of its intention to exercise the IRB purchase option and requests approval of the deed back of the IRB-financed property.

<u>Analysis</u>: Under the provisions of the IRB Lease between BG Products, Inc. ("Tenant") and the City, the Tenant has the option, if all outstanding bonds and fees have been paid, to purchase the facilities from the City of Wichita for the sum of \$1,000. The Tenant made final payment on the bonds.

<u>Financial Considerations</u>: The City has received payment of the \$1,000 purchase option price required by the Lease Agreement. There are no fiscal impacts to the City as a result of the purchase option.

<u>Goal Impact</u>: Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

<u>Legal Considerations:</u> The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The Resolution authorizing execution of the Bill of Sale, Special Warranty Deed and Termination of Lease Agreement, and the delivery of such documents has been approved as to form by the Law Department.

<u>Recommendations/Actions</u>: It is recommended that the City Council adopt the Resolution approving the Bill of Sale, Termination of Lease Agreement and Special Warranty Deed to convey the property to WSM Properties and authorize the necessary signatures.

Attachments: Resolution, Special Warranty Deed, Termination of Lease Agreement, Bill of Sale

RESOLUTION NO. 12-040

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE CITY TO CONVEY TITLE TO THE PROJECT; AUTHORIZING EXECUTION OF A SPECIAL WARRANTY DEED, BILL OF SALE AND TERMINATION AND RELEASE OF THE LEASE; AND AUTHORIZING THE EXECUTION OF ALL SUCH OTHER DOCUMENTS NECESSARY TO CONVEY TITLE TO SUCH PROJECT TO BG PRODUCTS, INC.

WHEREAS, pursuant to the provisions of K.S.A. 12-1740, *et seq.*, as amended (the "Act"), the City of Wichita, Kansas (the "City"), in order to stimulate and develop the general economic welfare and prosperity of the City and its environs, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, previously issued its City of Wichita, Kansas, Industrial Revenue Bonds, Series X-A, 1998 (BG Products Project) in the original aggregate principal amount of \$3,685,000 (the "Series X-A, 1998 Bonds") and its Taxable Industrial Revenue Bonds, Series X-B, 1998 (BG Products Project) in the original principal amount of \$930,000, for the purpose of financing the costs of acquiring, constructing and equipping certain improvements (the "Project") to an existing manufacturing; and

WHEREAS, pursuant to the Act, the City leased the Project to BG Products, Inc., a corporation organized under the laws of the State of Kansas (the "Tenant") pursuant to a certain Lease dated as of July 1, 1998 (the "Lease"); and

WHEREAS, the outstanding Bonds have been paid in full at their maturity; and

WHEREAS, UMB Bank of Wichita, Kansas (the "Trustee"), has provided written verification and the Trustee has also confirmed that no event of default is outstanding under the Lease; and

WHEREAS, the City has received notice of the Tenant's intent to exercise its option to purchase the Project and the City wishes to expedite that process.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

- 1. That the City acknowledges receipt of the Tenant's notice of its intent to exercise its option to purchase the Project as set forth in the Lease.
- 2. That the City is hereby authorized to convey the Project to the Tenant in exchange for the performance of the covenants and payment of the consideration established by the Lease as conditions precedent to such conveyance, including but not limited to the payment by the Tenant of \$1,000.00 to the City pursuant to Section 17.1 of the Lease.

- 3. That the Mayor or Vice Mayor are hereby authorized to execute, and the City Clerk or Deputy City Clerk are hereby authorized to attest, all documents necessary to effect the sale of the Project to the Tenant including but not limited to a Special Warranty Deed, the Bill of Sale, Termination and Release of Lease, and termination of all existing financing statements.
- 4. That the Mayor or City Clerk, or other appropriate staff of the City, are respectively authorized to deliver the documents referenced in the foregoing paragraph to the Trustee, for delivery on behalf of the City, at such time as the Trustee shall have received, and certified receipt of, all sums necessary to pay the Bonds (together with all costs, expenses and premiums of such payment).
- 5. That the Mayor or Vice Mayor and the City Clerk or Deputy City Clerk, or other appropriate staff of the City, are hereby authorized and directed to take all such other actions not inconsistent herewith as may be appropriate or desirable to accomplish the purpose of this Resolution.

[Remainder of this page intentionally left blank]

-2- Resolution

PASSED AND APPROVED by the govern of February, 2012.	verning body of the City of Wichita, Kansas this 14th day		
[Seal]	CITY OF WICHITA, KANSAS		
	By:Carl Brewer, Mayor		
ATTEST:			
Karen Sublett, City Clerk	_		
Approved as to Form:			

Gary E. Rebenstorf City Attorney

-3- Resolution

EXHIBIT B

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Wichita, Kansas, a municipal corporation (the "Grantor"), does grant, sell, transfer and deliver unto BG Products, Inc., (the "Grantee"), all of its interest in the following goods and chattels, viz:

All buildings, improvements, fixtures, machinery, equipment, furnishings and other personal property purchased with the proceeds of the City of Wichita, Kansas, Industrial Revenue Bonds, Series X-A (BG Products, Inc.) in the original aggregate principal amount of \$3,685,000and X-B 1998 (BG Products, Inc.) in the original aggregate principal amount of \$930,000and constituting the "Improvements" pursuant to the terms of a certain Lease dated as of July 1, 1998, between the Grantor and Grantee (the "Lease")

To have and to hold, all and singular, the said goods and chattels forever. And the said Grantor hereby covenants with the said Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor, (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore leased such property; and (iv) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game, casino-style gambling; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, we have of Wichita, Kansas, for delivery as of the	hereunto set our hand and affixed the official seal of the City day of February, 2012.
	CITY OF WICHITA, KANSAS
	Carl Brewer, Mayor
[SEAL]	
ATTEST:	
Karen Sublett, City Clerk	
ACK	NOWLEDGMENTS
STATE OF KANSAS)	
)SS: SEDGWICK COUNTY)	
a Notary Public in and for the County and S City Clerk, who are personally known to	day of February, 2012, before me, the undersigned tate aforesaid, came Carl Brewer, Mayor, and Karen Sublett me to be the same persons who executed the foregoing at the execution of the same on behalf of the City of Wichita
IN TESTIMONY WHEREOF, I have day and year last above written.	ve hereunto set my hand and affixed my official seal on the
	Notary Public
My Appointment Expires:	
Approved as to Form:	
Gary E. Rebenstorf Director of Law	

TERMINATION AND RELEASE OF LEASE

THIS TERMINATION AND RELEASE OF LEASE dated as of the _____ day of February, 2012, by and among the City of Wichita, Kansas, a municipal corporation (the "City"), BG Products, Inc., a corporation organized under the laws of the State of Kansas (the "Tenant") and UMB Bank of Wichita, Kansas, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, with its office located in the City of Wichita, Kansas (the "Trustee");

WITNESETH:

WHEREAS, the City heretofore leased to the Tenant certain real and personal property pursuant to a Lease dated as of July 1, 1998, by and between the City and the Tenant (the "Lease"), a notice of said Lease being duly recorded with the Register of Deeds of Sedgwick County in Film #1810 at Page 1638; and

WHEREAS, said Lease was assigned by the City to the Trustee pursuant to the Indenture (hereinafter defined); and

WHEREAS, the property covered by the Lease consists of the following:

THE LAND. The following described real estate located in Sedgwick County, Kansas, to wit:

The South 20 feet of Lot Three (3) and all of Lots Four (4), Five (5), Six (6) and Seven (7) of Jackson-Walker Addition to the City of Wichita, Kansas, AND ALSO that portion of Railroad Tracks Numbered 95 and 261 which lie between the West lines of Lots Five (5) and Six (6) and the Easterly line of Lot Seven (7): TOGETHER WITH that portion of Track Number 95 described as follows: Beginning at a point on the West line of Lot Five (5), said point being 50 feet North and 33.2 feet East of the North Corner of said Lot Seven (7): thence West 8 feet, more or less, to a point on said Track 95: thence curving Northerly 8 feet from and parallel with the West lines of Lots Three (3), Four (4) and Five (5), to a point which is 105 feet South of the North line of Section 29: thence East 8 feet to a point on the West line of said Lot Three (3), said point being 20 feet North of the Southwest corner of said Lot Three (3); thence curving Southerly along the West line of Lots Three (3), Four (4) and Five (5) to the Point of Beginning: TOGETHER WITH that portion of Orme Street as VACATED BY City Ordinance Number 12-530: AND ALSO the South 30.86 feet of Lot Seven (7), and the West 30 feet of Lot Eight (8) and all of Lot Nine (9) in the Greenbay Addition to the City of Wichita, Kansas: AND ALSO Lots One (1), Three (3), Five (5) and Lots Eleven (11) and Thirteen (13), ECXEPT the East 20 feet of Lots Eleven (11) and Thirteen (13): AND ASLO all of Lots Fifteen (15), Seventeen (17), Nineteen (19) and Twenty-one (21), and Lots Twenty-three (23) and Twenty-five (25). EXCEPT the East 35 feet of Lots Twenty-Three (23) and Twenty-five (25): and Lot Twenty-seven (27), EXCEPT the East 52.4 feet thereof: All in Fechheimer's Addition to the City of Wichita, TOGETHER WITH that portion Wichita Street as platted in said Fechheimer's Addition and VACATED BY City Ordinance No. 2301 EXCEPT THAT PORTION adjacent to Lots Seven (7) and Nine (9) of said Fechheimer's Addition, to the City of Wichita, Sedgwick County, Kansas; and

<u>THE IMPROVEMENTS</u>: all buildings and improvements now or hereafter constructed, located or installed upon the Land pursuant to the Lease, and constituting the "Improvements" as referred to in said Lease and more specifically described as follows:

THE IMPROVEMENTS.

- (a) An approximate 54,700 square foot manufacturing and related storage facility.
- (b) An approximately 18,375 square foot office and manufacturing facility.
- (c) Machinery, equipment and furnishings purchased with 1998 Bond Proceeds.

The property described above, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of Sections 11.1 and 12.1 of the Lease, constitute the "Project" as referred to in both the Lease and the Indenture.

WHEREAS, the City previously had outstanding its Industrial Revenue Bonds, Series X-A, 1998 (BG Products Project) in the original aggregate principal amount of \$3,685,000, dated July 1, 1998 (the "Series X-A, 1998 Bonds") and it's Taxable Industrial Revenue Bonds, Series X-B, 1998 (BG Products Project) in the original aggregate principal amount of \$930,000 (the "Series X-B, 1998 Bonds") together referred to herein as the Bonds; and

WHEREAS, all Outstanding Bonds have been paid in full, and no Bonds remain Outstanding under the Trust Indenture dated as of July 1, 1998 (the "Indenture") by and between the City and the Trustee, authorizing and securing the Bonds; and,

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Lease is hereby terminated and released.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, we have lof Wichita, Kansas, for delivery as of the	hereunto set our hand and affixed the official seal of the City day of February, 2012.
[Seal]	CITY OF WICHITA, KANSAS
	By:Carl Brewer, Mayor
ATTEST:	
Karen Sublett, City Clerk	
·	NOWLEDGMENT
STATE OF KANSAS) ss: COUNTY OF SEDGWICK)	
and for said County and State, came Carl B corporation of the State of Kansas, and Karer to me to be the same persons who executed, a	day of February, 2012, before me, a notary public in Brewer, Mayor of the City of Wichita, Kansas, a municipal in Sublett, City Clerk of said City, who are personally known as such officers, the within instrument on behalf of said City, cution of the same to be the act and deed of said City.
IN WITNESS WHEREOF, I have he year last above written.	ereunto set my hand and affixed my official seal, the day and
	Notary Public
My Appointment Expires:	

	BG Products, Inc.
	By: Name: Title:
	ACKNOWLEDGMENT
STATE OF KANSAS COUNTY OF SEDGWICK)) SS:)
in and for said County and S corporation duly organized and known to me to be an officer, a such officer, the within instrum	D that on this day of, 2012, before me, a notary public state, came, of BG Products, Inc., and existing under and by virtue of the laws of said State, who is personally and who is personally known to me to be the same person who executed, as ment on behalf of said partnership, and such person duly acknowledged the act and deed of said partnership.
IN WITNESS WHERE year last above written.	EOF, I have hereunto set my hand and affixed my official seal, the day and
	Notary Public
My appointment expires:	riotaly I dolle

	UMB Bank Wichita, Kansas
	By: Name: Title:
<u>A0</u>	CKNOWLEDGMENT
STATE OF KANSAS)) SS:	
COUNTY OF) SS:	
and for said county and state, came Kansas, a national banking association du trusts of the character herein set forth under to be the same person who executed, as s such person duly acknowledged the execut	his day of, 2012, before me, a notary public in of UMB Bank of Wichita, ally organized and existing and authorized to accept and execute er the laws of the United States, who is personally known to me such officer, the within instrument on behalf of said bank, and tion of the same to be the act and deed of said bank.
year last above written.	
	Notary Public
My Appointment Expires:	

CONTRACTS & AGREEMENTS BLANKET PURCHASE ORDERS RENEWAL OPTIONS JANUARY 2012

COMMODITY TITLE	EXPIRATION	VENDOR NAME	DEPARTMENT	ORIGINAL	RENEWAL OPTIONS
	DATE	·	_	CONTRACT DATES	REMAINING
Computer Controlled Access Security System - Technical Support Program	1/4/2013	Simplex Grinnell LP	Airport	1/5/2010 - 1/4/2012	2 - 1 year options
Boots, 12" Leather Wellington	1/31/2013	Vanderbilts No. 3 Inc.	Police	2/1/2011 - 1/31/2012	1 - 1 year option
Heating and/or Air Conditioner Repair Service	1/31/2013	American Mechanicial, Inc.	Various	2/1/2011 - 1/31/2012	1 - 1 year option
Liquid Phosphate	1/31/2013	F2 Industries LLC	Public Works & Utilities	2/1/2011 - 1/31/2012	1 - 1 year option
Liquid Polyelectrolyte (Bulk Delivery)	1/31/2012	Polydyne, Inc.	Public Works & Utilities	2/2/2010 - 1/31/2011	1 - 1 year option
Predco Saddles & Saddle Tees	1/31/2013	Water Products, Inc.	Public Works & Utilities	2/1/2011 - 1/31/2012	1 - 1 year option
Rehabilitation of Housing Units	1/31/2013	Arambula Construction Co., Inc.	Housing & Community Services	2/15/2011 - 1/31/2012	1 - 1 year option
Stakes, Paddies and Wedges	1/31/2013	J & S Wood Enterprises, Inc.	Public Works & Utilities	2/1/2011 - 1/31/2012	1 - 1 year option
Street Light Maintenance & Repair (City Owned)	1/31/2013	Phillips Southern Electric Co., Inc.	Public Works & Utilities	3/8/2011 - 1/31/2012	1 - 1 year option
Uniforms - Transit	1/31/2013	Baysinger Police Supply, Inc.	Wichita Transit	2/1/2011 - 1/31/2012	1 - 1 year option
Waste - Disposal of Bio-Hazard	1/31/2013	Kansas Medical Waste Service LLC	Police	2/1/2011 - 1/31/2012	1 - 1 year option

PROFESSIONAL CONTRACTS UNDER \$25,000 JANUARY 2012

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT	
				,

ANNUAL MAINTENANCE CONTRACTS OVER \$25,000 DIRECT PURCHASE ORDERS FOR JANUARY 2012

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT	
The Active Network	DP240004	Software Maintenance/Support	\$28,516.69	
Oracle America, Inc	DP240007	Software Maintenance/Support	\$57,350.92	
Granicus Inc	DP240010	Software Maintenance/Support	\$34,692.00	
Hansen Information Technologies	DP240023	Software Maintenance/Support	\$29,896.71	
Logic Inc	DP240047	Software Maintenance/Support	\$28,413.63	
Mindleaders Inc.	PO240044	Subscription Services - E-Learning Create	\$32,060.00	
Citrix Systems Inc	OP240066	Software Maintenance/Support	\$50,031.89	
Skire Inc	QP240074	Software Maintenance/Support	\$78,750.00	

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments (All Districts)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments and ordinance.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

<u>Analysis:</u> State law and City ordinance allow placement of the mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

<u>Financial Considerations</u>: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

Goal Impact: Nuisance abatement activities support the goal of Core Area and Vibrant Neighborhoods by cleaning properties that are detrimental to Wichita neighborhoods.

Legal Considerations: The ordinance has been reviewed and approved by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Property List for Special Assessments

Weed Mowing (Ko	ey & PIN#)	Address / Location	Amount	District #
D-02045-0001	201054	724 W Dayton Ave	\$120.00	4
A-17236	117897	V/L W of 5611 S Broadway	120.00	4
B-14778	484202	5745 S Mead Ave	120.00	3
C-25657	171042	1702 E Marion Rd	120.00	3
B-07679	127295	1326 S Ida Ave	120.00	1
B-08000	127650	1523 S Pattie Ave	120.00	1
D-00240	198267	608 W Burton St – V/L	120.00	4
C-01141	136337	1540 N Ash – V/L	120.00	1
C-01098	136265	V/L N of 1446 N Piatt	120.00	1
C-01299	136612	1720 N Hydraulic Bldg 1 & 2	130.00	1
C-30839-0001	176133	2640 N Vassar	120.00	1
C-08830-00A2	153512	1523 N Estelle – V/L	120.00	1
C-11959	157579	2030 N Random Rd	120.00	1
C-00614	135590	607 N Ash – V/L	120.00	1
C-11906	157526	2202 E Mossman	120.00.	1
C-01156	136354	2110 E 13th St – V/L	120.00	1
C-07680-0001	152263	1853 N Volutsia Ave	120.00	1
C-01112	136281	2031 E 16th – V/L	120.00	1
C-01241-0001	136514	1701 N Grove St – V/L	120.00	1
C-01202	136422	V/L S of 2245 E 17th	120.00	1
C-03104	139115	1028 N Grove – V/L	120.00	1
C-11915	157535	2326 E Mossman St – V/L	120.00	1
C-02801	138783	1338 N Green Ave – V/L	120.00	1
C-02775	138753	1331 N Green Ave – V/L	120.00	1
C-02784	138764	1241 N Green Ave – V/L	120.00	1
C-02785	138765	1237 N Green Ave -V/L	120.00	1
C-02822	138805	1138 N Green – V/L	120.00	1
C-02833	138816	V/L N of 1301 N Estelle	120.00	1
C-02831	138814	1317 N Estelle Ave – V/L	120.00	1
C-02913	138901	1256 N Volutsia St – V/L	120.00	1
C-02915	138903	1242 N Volutsia St – V/L	120.00	1
C-02891	138879	V/L N of 1223 N Volutsia	120.00	1
C-02919	138907	1224 N Volutsia St – V/L	120.00	1
C-15362	160912	2718 E 10th St – V/L	120.00	1
C-03193-0001	139217	1608 N Volutsia Ave – V/L	120.00	1
C-03286	139357	1604 N Lorraine - V/L	120.00	1
C-03562-0001	139656	1708 N Estelle Ave	120.00	1
C-03636	139773	1718 N Green St – V/L	120.00	1
C-03496	139589	1435 N Green St	120.00	1
C-01209	136440	1611 N Spruce –V/L	120.00	1
C-01521-0003	137245	2105 N Minnesota St -/L	120.00	1
C-13748	159481	916 N Harding St – V/L	120.00	1
C-00870	135962	1120 N Minneapolis	120.00	1
B-11097	131337	1127 E Tulsa St	120.00	3

C-23125	168658	2057 S Green St	120.00	3
C-29914	175276	3187 S Davidson	120.00	3
B-12289	132446	1638 E Georgia Ave -	120.00	3
C-18419	164120	639 S Barlow	120.00	2
D-12979	214173	2409 W Greenfield Ave	120.00	4
C-29236	174583	2748 S Vassar Ct- vacant l2ot N of 2752 S Vassar	120.00	3
C-21912	167407	646 S Woodlawn - Multi-Plex	120.00	2
B-13442	133148	1323 E Idlewild - V/L W of 1403 E Idlewild	120.00	3
D-22227-0004	452026	613 N Ridge Road - vacant Lot W of 7334 W Newell	210.00	5
A-16558	116899	1303 W Nottingham - backyard	120.00	6
D-09086	210200	3417 W St Louis Ave	120.00	6
A-01221	100487	1304 N Waco Ave	120.00	6
C-04443-0001	140613	V/L N of 1313 N Fairmount	120.00	1
C-04443	140612	1313 N Fairmount Ave	120.00	1
C-03024	139024	1208 N Chautauqua - vacant Lot N of 1202 N Chautauqua	120.00	1
C-03027-001A	139029	1106 N Chautauqua Ave	120.00	1
C-13459	159133	2919 E Maplewood Dr	120.00	1
C-12641	158346	1816 E 22nd St - alleyway	120.00	1
C-12631	158336	1815 E 23rd St - alleyway	120.00	1
C-02697-0001	138628	2531 E Mossman - front yard	120.00	1
C-04763	141030	1959 N Chautauqua Ave	120.00	1
D-00215-00UP	198203	1208 W 47th St S - V/L W of 4747 S Seneca - 50 Ft	120.00	4
D-31251	232649	2627 S Yellowstone	120.00	4
A-06083	106316	1145 S Market St	120.00	1
D-07280	207967	1616 S Richmond Ave - alleyway	120.00	4
D-07680	208588	1931 W Rita Ave	120.00	4
D-51240	455594	5507 S Vine St - vacant Lot N of 5511 S Vine	120.00	4
D-51241	455595	5503 S Vine St - vacant Lot 2 N of 5511 S Vine	120.00	4
C-07039-0008	151567	2223 S Kansas Ave - duplex	120.00	3
D-54030	483399	2506 W Angel St -	120.00	4
D-54006	483375	2715 W Angel St - vacant Lot E of 2803 W Angel	120.00	4
D-54020	483389	4621 S Edwards Cir - vacant Lot S of 4613 S Edwards	120.00	4
D-54012	483381	2834 W Angel Ct - vacant Lot N of 2838 W Angel	120.00	4
C-55820	488848	341 S Grand Mere Ct - vacant Lot	120.00	2
C-54313	481535	221 S Grand Mere Ct - vacant Lot	120.00	2
C-54310	481532	233 S Grand Mere Ct - vacant Lot	120.00	2
C-54329	481551	125 S Montbella St - vacant Lot	120.00	2
C-03123	139134	1036 N Poplar St	120.00	1
D-02923-0001	202139	1326 S Glenn Ave - vacant Lot	120.00	4

D-01466	200414	221 N Fern St - easement	120.00	4
D-01482	200434	235 N Millwood Ave	120.00	4
D-04283	204017	2439 W 3rd St	120.00	6
C-00637	135615	545 N Madison St - vacant Lot W of 532 N Madison	120.00	1
		1055 N Green St - vacant Lot SW	120.00	1
C-03131	139144	corner of 10th & Green		
C-10001	154738	1739 N Green St - Backyard	120.00	1
C-00698	135683	607 N Grove St	120.00	1
C-03300	139374	1732 N Lorraine St - vacant Lot S of 1738 N Lorraine	120.00	1
C-01192	136413	Vacant Lot N of 1502 N Madison	120.00	1
B-03520	122373	1223 N Ohio Ave - vacant Lot N of 1221 N Ohio	120.00	1
D-09482	210661	456 N Baehr - vacant Lot	120.00	4
D-09435	210612	501 N BAEHR - easement	120.00	4
D-05111	205124	460 N Gordon Ave	120.00	6
D-14933	216092	3120 W Kay St	120.00	4
D-06815-0002	207676	Vacant N of 327 S Leonine -	120.00	4
D-03695	203318	3008 W Maple Ave	120.00	4
D-03073	203310	1121 S Meridian Ave - front yard &		
D-03111-0001	202390	easement	120.00	4
		638 N Topeka Ave - Vacant Lot N of	120.00	6
B-00510	119060	632 N Topeka		
B-00876	119426	933 N Topeka Ave	120.00	6
C-03145	139162	V/L S of 1021 N Estelle	120.00	1
C-21673	167066	3410 E Funston St -	120.00	3
C-29515	174869	2880 S Davidson St - V/L E of 2874 S Davidson	120.00	3
C-62972	584667	4614/4616 N Ironwood	120.00	2
C-62971	584666	4631/4633 N Ironwood Cr	120.00	2
C-20332	165923	1557 N Oliver St - vacant Lot S of 1563 N Oliver	120.00	1
D-17076	218283	3927 W 20th St N - easement and Alley	120.00	6
D-17496	218700	708 N Anna - vacant Lot S of 710 N Anna	120.00	6
A-00032-00UP	99057	3300 N Arkansas - vacant Lot N of 3258 N Arkansas	120.00	6
C-26259	171711	914 S Apache - backyard	120.00	2
C-20176	165768	1615 N Oliver St - Vacant Lot S of 1621 N Oliver	120.00	1
B-03023	121738	925 N Ohio - vacant Lot S of 935 N Ohio	120.00	1
C-30843-0001	176141	Vacant N of 2643 N Wellesley	120.00	1
C-01264-0001	136545	Vacant Lot N of 1425 N Grove	120.00	1
C-01112-0001	136282	V/L E of 1648 N Piatt	120.00	1
C-01112-0005	136286	1621 N Ash Ave-vacant Lot	120.00	1
C-56440	498162	8129 E Old Mill Ct - V/L S of 8125 E Old Mill Ct	120.00	2
C-56446	498169	V/L E of 8149 Old Mill Ct	120.00	2

C-56449	498172	8165 E Old Mill Ct - V/L S of 8161 E Old Mill Ct	120.00	2
C-56443	498165	8145 E Old Mill Ct-vacant Lot W of 8149 E Old Mill Ct	120.00	2
C-01367-0001	136739	1451 N Minnesota	120.00	1
C-56442	498164	8137 E Old Mill Ct-vacant Lot 2 W of 8149 E Old Mill Ct	120.00	2
B-02930	121639	525 N Mathewson Ave - V/L 3 N of 515 N Mathewson	120.00	1
B-03382	122211	1101 N New York	120.00	1
D-32261-0001	233620	Vacant E of 2490 S Meridian	120.00	4
D-05542-0001	205765	1602 S Elizabeth Ave - easement & front yard	120.00	4
D-25629	226452	4626 S Laclede Ave	120.00	4
A-06958	107284	1700 S Water St - alley	120.00	3
A-06412	106700	1303 S Water St - backyard & alley	120.00	1
C-56572	498383	15922 E Rosewood Ct - V/L included # 15918, 15922, 15926 & 15930	125.00	2
C-56623	498434	15911 E Rosewood St - V/L included 15911 & 15907	120.00	2
C-56577	498388	15902 E Rosewood Ct - vacant Lot	120.00	2
C-566147	498425	15703 E Rosewood St - V/L Included 15707, 15703 & 15709	120.00	2
C-56651	498462	3403 S Brookhaven St - V/L Are #' 3403, 15537, 15533, 15529, 15525, & 15521	152.00	2
C-56596	498407	15607 E Hazel Nut Cir-vacant Lot	120.00	2
C-56599	498410	15608 E Hazel Nut Cir-Vacant Lots Included # 15608 & 15518	120.00	2
C-56678	498489	15437 E Rosewood - vacant Lots included # 15437 & 15433	120.00	2
C-56672	498483	15413 E Rosewood Ct - vacant Lots Included 15413, 15409, 15405, 15401, 15317, & 15313	148.85	2
C-56624	498435	15915 E Rosewood St - V/L SW corner of 159th & Rosewood	120.00	2
C-56595	498406	15603 E Hazelnut Cir - V/L N of 15602 Rosewood	120.00	2
C-56701	498512	15318 E Rosewood	120.00	2
C-56604	498415	15502 E Rosewood	120.00	2
C-56603	498414	15506 E Rosewood	120.00	2
C-56747	498558	15909 E Woodcreek St- vacant Lot SW corner of 159th & Woodcreek	120.00	2
C-56597	498408	15611 E Hazelnut Cir	120.00	
C-02370	138187	803 N Chautauqua	120.00	1
C-24668	170104	2320 N Volutsia St-vacant Lot runs from Volutsia to Erie	120.00	1
C-03606	139728	1607 N Estelle Ave-vacant Lot N of 1601 N Estelle	\$120.00	1
C-02809	138792	1248 N Green - vacant Lot N of 1244 N Green	\$120.00	1
C-01260	136536	1513 N Grove St - vacant Lot S of 1517	\$120.00	1

		N Grove		
C-09107	153813	1516 N Grove St - vacant Lot N of 1510 N Grove	\$120.00	1
C-00993	136126	1330 N Hydraulic-V/L N of 1325 N Kansas - from Hydraulic thru Kansas	\$120.00	1
C-01173-0002	136381	1515 N Madison Ave - V/L S of 1521 N Madison	\$120.00	1
C-01343-0005	136696	1531 N Minnesota St - V/L N of 1527 N Minnesota	\$120.00	1
C-13303	158996	Vacant Lot E of 2423 E Stadium	\$120.00	1
C-19124	164786	1807 E 24th St-vacant Lot W of 1813 E 24th St	\$120.00	1
C-00180-00UP	134788	2000 E 37th St N - mow front accessable area & easements	\$120.00	1
C-36756	181720	314 N Piatt-Vacant Lot NE corner of 2nd & Piatt	\$120.00	1
B-08673	128582	1003 N Indiana St-vacant Lot S of 1007 N Indiana	\$120.00	1
C-03139	139155	1032 N Green St-vacant Lot N of 1026 N Green	\$120.00	1
C-04543	140729	1549 N Holyoke Ave	\$120.00	1
C-15878	161439	1627 N Belmont	\$120.00	1
C-03250	139303	1721 N Chautauqua Ave	\$120.00	1
C-01279	136571	1759 N Minnesota - vacant Lot N of 1749 N Minnesota	\$120.00	1
C-01398-0001	136866	1831 N Madison Ave - vacant Lot N of 1827 N Madison	\$120.00	1
D-15992	217233	3945 W 32ND ST S - front yard	\$120.00	4
C-03254	139308	1745 N Chautauqua St - V/L N of 1741 N Chautauqua	\$120.00	1
C-19135	164797	1802 E Looman St - gate is open	\$120.00	1
A-06262	106540	1525 S Broadway - right of way along Market	\$120.00	1
D-05598	205853	1702 S Millwood Ave - right of way along Meridian	\$120.00	4
A-20116	579116	185 E 47th St S-Parking Lot – V/L S of 221 W 47th St	\$120.00	4
D-00776	199519	831 S Elizabeth Ave – front yard	\$120.00	4
D-64761	30001453	Lot 1, Block A, Schraft 5 th Add (Platted as schraft 5 th Add)	\$240.00	4
D-55535	499297	4043 S Boyd St	\$120.00	4
A-06301	106578	1253 S Main St	\$120.00	1
B-04812	123910	934 S Emporia – V/L S of 930 S Emporia	\$120.00	1
C-47296	194370	9013 E Carson	\$120.00	2
A-08804	109715	521 W Boston Heights	\$120.00	1
A-08805	109716	517 W Boston Heights	\$120.00	1
D-60162	546511	3231 S Blue Lake Ct - V/L E of 3229 S Blue Lake - Parcel #'S 3231 & 3233	\$120.00	4
D-60172	546521	3211 S Blue Lake Ct - V/L E of 3215 S Blue Lake Inlcudes Parcels # 3213 & 3211	\$120.00	4

D-60213	546563	3217 S Bolin Dr – V/L N of 3221 S Bolin Dr	\$120.00	4
D-60174	546523	3207 S Blue Lake Ct – V/L E of 3209 S Blue Lake	\$120.00	4
D-60242	546594	3469 S Sabin St - V/L S of 3401 S Sabin includes Parcels # 3469, 3465, 3461 & 3457.	\$130.00	4
D-60237	546589	3449 S Sabin Ct – V/L W of 3453 S Sabin	\$120.00	4
D-60167	546516	3221 S Blue Lake Ct – V/L E of 3219 S Blue Lake	\$120.00	4
D-60146	546494	3263 S Blue Lake Ct – V/L W of 3261 S Blue Lake Cr	\$120.00	4
D-60160	546509	3235 S Blue Lake Cr – V/L Et of	\$120.00	4
C-34747	179589	11703 E Lewis – V/L N of 11716 E Kellogg	\$120.00	2
C-34746	179588	11723 E Lewis St – V/L NE of 11716 E Kellogg	\$120.00	2
C-34726	179566	11414 E Lewis St	\$120.00	2
C-46569	193595	V/L SW corner of 39th & Webb	\$130.00	2
C-46568	193594	V/L E of 9313 E 39th St N	\$130.00	2
C-00452	135385	202 N Spruce St - Easement only	\$120.00	1
C-02808	138791	1258 N Green – V/L 2 N of 1244 N Green	\$120.00	1
C-01388	136829	1954 N Ash – V/L N of 1950 N Ash	\$120.00	1
D-55066	495456	310 S Nineiron Ct	\$120.00	5
D-55100	495490	331 S Nineiron Ct	\$120.00	5
D-55076	495466	406 S Nineiron Ct	\$120.00	
D-55078	495468	414 S Nineiron Ct	\$120.00	
A-04927-0001	104828	1907 N Heiserman - front yard	\$120.00	6
D-42565	245427	823 N Pine Grove - backyard & easement	\$120.00	5
D-01425-00UP	520408	2800 N Tyler Rd - V/L Se corner of W 29th N & Tyler	\$465.00	5
A-01564-0001	100855	Vacant Lot N of 1148/1146 N Market	\$120.00	6
D-01270	200200	221 N Clarence - includes structure of 221 1/2 N Clarence	\$120.00	4
B-11517-0001	131831	1502 E Berkeley - V/L N of 1502 E Berkeley	\$120.00	3
A-18190	349391	5460 N Shelton	\$120.00	6
D-61537	558495	8304 W Conrey - V/L S of 37th St N	\$120.00	5
D-17071	218278	1939 N Sheridan	\$120.00	6
D-18051	219294	4110 W Central - V/L S of 713/715 N Colorado Ct	\$120.00	6
B-01541	120115	1611 N Topeka Ave - vacant Lot N of 1607 N Topeka	\$120.00	6
A-05262-0001	105453	2440 N Mascot	\$120.00	6
D-28326	229270	1318 N Dunsworth	\$120.00	5
B-01498	120071	1559 N Emporia Ave - vacant Lot N of 1545 N Emporia	\$120.00	6
A-02132	101530	1829 N Park Pl	\$120.00	6

A-08686-0001	109474	2046 N Park Pl	\$120.00	6
A-16185	116477	V/L strip W of 4745 W Baja - narrow strip of Land	\$120.00	6
B-10117	130356	2441 S Hydraulic	\$120.00	3
C-55287	484676	6048 S Hydraulic	\$120.00	3
C-29890	175252	3151 S Yale - V/L E of 3155 S Yale	\$120.00	3
C-64111	595733	1814 S Lynnrae - V/L # 1814 S Lynnrae - see map	\$120.00	2
A-15685	115906	V/L S of 4424 S Palisade - vow West 1/2 - See Map	\$120.00	4
A-14931	115104	4640 S Water	\$120.00	4
C-27560	172997	4953 E Morris - V/L N of 4947 E Morris	\$120.00	3
B-04728	123809	411 E Indianapolis - V/L E of 902 S Topeka	\$120.00	1
C-29236	174583	2748 S Vassar Ct- vacant Lot N of 2752 S Vassar	\$120.00	3
C-17364	163136	1530 S Hillside	\$120.00	3
B-10090	130329	1561 E Pawnee	\$120.00	3
C-22471-000A	167970	2061 E Wassall - easement	\$120.00	3
C-18255	163953	789 S Eastridge Dr - easement	\$120.00	2
C-01423	136937	Vacant Lot S of 1822 N Spruce	\$120.00	1
D-09623	210808	3901 W Zoo Blvd - easement	\$120.00	6
A-02588	102027	2034 N Waco St - V/L S of 2030 N Waco	\$120.00	6
A-05122-0001	105267	2234 N Woodland - vacant Lot S of 2236 N Woodland	\$120.00	6
A-01920	101276	1630 N Arkansas - V/L S of 1638 N Arkansas	\$120.00	6
A-00016-00UP	99025	2850 N Arkansas - multiple strutures on parcel	\$165.00	6
C-01135-00AA	136326	V/L N of 1642 N Ash	\$120.00	1
C-01112-0006	568056	V/L SW corner of 16th & Ash	\$120.00	1
C-24418	169879	2601 N Spruce - V/L NW corner of 25th & Spruce	\$120.00	1
C-01310-0001	136635	1602 N Kansas St	\$120.00	1
D-21871	222844	436 S Arapaho	\$120.00	5
C-02767	138745	1148 N Poplar - V/L N of 1142 N Poplar	\$120.00	1
C-02766	138744	V/L 2 N of 1142 N Poplar	\$120.00	1
C-25409	170810	2353 S Pershing - front yard	\$120.00	3
B-15026	534543	5311 S Pattie Ct - gate is open	\$120.00	3
C-00770	135844	1030 N Ash - vacant Lot S of 1036 N Ash	\$120.00	1
C-14406	160371	1216 N Dellrose - V/L N of 1212 N Dellrose	\$120.00	1
C-40890	186686	1823/1825 N Doreen - duplex	\$120.00	2
C-01646	137416	422 N Erie - easement & allley	\$120.00	1
C-01645	137415	Vacant Lot N of 422 N Erie - Alley	\$120.00	1
C-01644	137414	434 N Erie - parking lot - alley	\$120.00	1

C-02872	138857	Vacant Lot N of 1152 N Estelle	\$120.00	1
C-02837	138820	1245 N Estelle - V/L S of 1253 N Estelle	\$120.00	1
C-02831	138814	1317 N Estelle Ave - vacant Lot S of 1323 N Estelle	\$120.00	1
C-02830	138813	1323 N Estelle	\$120.00	1
C-21145	166560	2330 N Estelle	\$120.00	1
C-16815	162512	1757 N Fountain	\$120.00	1
C-03137	139153	1022 N Green - V/L S of 1026 N Green	\$120.00	1
C-03160	139178	1102 N Green - V/L 4 S of 1130 N Green	\$120.00	1
C-03163	139181	Vacant Lot S of 1130 N Green	\$120.00	1
C-24536	169997	2732 N Green - backyard - gate is open	\$120.00	1
C-01297-000A	136605	1728 N Kansas	\$120.00	1
C-01490	137164	2028 N Kansas	\$120.00	1
A-06361	106647	1423 S Waco - mow backyard	\$120.00	1
C-13913	159648	1529 N Matlock Dr	\$120.00	1
C-01371	136750	1458 N Minneapolis - front yard & alley	\$120.00	1
C-01446-000A	137005	1928 N Minneapolis	\$120.00	1
C-01445	136999	1954 N Minneapolis - V/L N of 1950 N Minneapolis	\$120.00	1
C-01513-0002	137206	2043 N Minneapolis - V/L N of 2037 N Minneapolis	\$120.00	1
C-01033	136176	1347 N Minneapolis - Easement	\$120.00	1
C-01274-003A	136566	1724 N Minnesota	\$120.00	1
C-01274-0003	136565	1726 N Minnesota	\$120.00	1
C-56441	498163	8133 Old Mill Ct - V/L 3 W of 8149 E Old Mill Ct	\$120.00	2
C-16458-0002	162088	1626 N Oliver - V/L S of 1632 N Oliver	\$120.00	1
B-02820-0001	121516	708 N Minneapolis - V/L S of 714 N Minneapolis	\$120.00	1
B-02853-0002	121552	V/L 2 E of SE corner of Murdock & Minneapolis	\$120.00	1
C-01026	136166	1334 N Minneapolis	\$120.00	1
C-01314	136643	1607 N Minneapolis	\$120.00	1
C-01090-0001	136253	1602 N Piatt - V/L S of 1608 N Piatt	\$120.00	1
C-01089	136249	1626 N Piatt	\$120.00	1
C-21047	166462	2361 N Poplar - V/L SW corner of 23rd & Poplar	\$120.00	1
C-16853	162550	4129 E Regents Ln	\$120.00	1
C-13893	159628	1573 N Roosevelt - V/L S of 1570 N Roosevelt	\$120.00	1
C-00818-0001	135902	1123 N Spruce - V/L S of 1125 N Spruce	\$120.00	1
C-15362	160912	2718 E 10th St - vacant Lot S of 1107 N Volutsia	\$120.00	1
C-15370	160920	1017 N Volutsia	\$120.00	1
C-02913	138901	1256 N Volutsia St - vacant Lot S of 1258 N Volutsia	\$120.00	1

C-03623-0001	139757	1621 N Volutsia - front yard & alley	\$120.00	1
B-03781	122705	1640 E 13th St	\$120.00	1
C-02509	138377	2427 E 9th St	\$120.00	1
C-12637	158342	1921 E 23rd St - Alley	\$120.00	1
D-13049	214243	2621 S Bennett	120.00	4
C-11177-043A	156578	1806 S Oliver - Front Yard	120.00	3
B-15147	535535	V/L S of 2426 S Broadway	120.00	3
D-51271	455627	5412 S Charles	120.00	4
D-62130	565199	118 S Country View - V/L NW of 122 Countryview	120.00	5
C-17513	163284	1956 S Pinecrest	120.00	3
D-02724-000A	201853	1549 S Elizabeth - front yard & easement	120.00	4
A-08928	109847	2160 S Gold	120.00	3
A-04809	104609	1742 N Garland	120.00	6
D-02676-0001	201771	1506 S Martinson	120.00	4
D-15705	216890	3240 S Mt Carmel	120.00	4
D-01098	199994	421 S Richmond	120.00	4
C-00442	135374	256 N Spruce	120.00	1
C-00334	135182	426 N Spruce	120.00	1
B-06923	126460	427 S Pattie	120.00	1
A-07251	107605	1947 S Water	120.00	3
C-14364	160316	1217 N Pershing	120.00	1
D-08731	209656	117 N Baehr	120.00	4
C-00590-0003	135561	911 N Piatt - V/L S of 915 N Piatt	120.00	1
D-18113	219364	629 N Hoover	120.00	4
D-39093	241562	V/L N of 629 N Hoover	120.00	4
D-14570	215747	3204 S Hiram Ave - frontyard and sideyard	120.00	4
B-07441	127043	732 S Pattie - V/L S of 726 S Pattie	120.00	1
A-05081	105182	V/L S of 2389 N Salina	120.00	6
B-02127	120790	1955 N Topeka - Easement	120.00	6
C-08363	152998	642 N Dellrose	120.00	1
C-00346	135206	433 N Grove	120.00	1
A-02106	101493	514 W 15th St N - Multiplex	120.00	6
B-03406	122240	1105 N Hydraulic	120.00	1
C-00118	134627	328 N Kansas - V/L S of 332 N Kansas	120.00	1
C-37903	183066	4905 E Looman	120.00	1
C-00231	134944	315 N Ash	120.00	1
C-01141	136337	1540 N Ash - vacant Lot N of 1534 N Ash	120.00	1
B-15230	589520	540 N Mosley - NW corner of Central & Mosley - N to end of dirt rd	120.00	6
C-41152	187159	V/L E of 10011 E Boston	210.00	2
C-15652	161216	929 N Crestway	120.00	1
C-15654	161219	923 N Crestway	120.00	1
C-00291	135075	V/L S of 412 N Madison	120.00	1

C-24404	169865	2626 N Madision - V/L N of 2620 N Madison	120.00	1
C-00178	134783	404 N Minnesota - V/L N of 402 N Minnesota	120.00	1
C-08184	152802	427 N Minnesota- V/L N of 421 N Minnesota	120.00	1
C-00614	135590	607 N Ash - Vacant Lot N of 603 N Ash	120.00	1
C-10689	155684	645 N Bluff	120.00	1
C-09573	154255	857 N Crestway	120.00	1
C-09708	154408	802 N Terrace	120.00	1
C-02638-001A	138545	543 N Poplar	120.00	1
C-00148	134697	427 N Piatt - V/L S of 429 N Piatt	120.00	1
C-00147	134695	429 N Piatt	120.00	1
B-08888	129003	V/L S of 1144 N Wabash	120.00	1
B-08883-0001	128997	V/L N of 1133 N Wabash	120.00	1
C-01309-000A	136632	1622 N Kansas - V/L N of 1618 N Kansas	120.00	1
C-01310	136634	1612 N Kansas - V/L N of 1602 N Kansas	120.00	1
B-02916	121625	1415 E Elm - V/L SE corner of Cleveland & Elm	120.00	1
C-11958	157578	2026 E Random Rd - V/L W of 2030 E Random	120.00	1
C-00651	135629	546 N Madison - V/L N of 532 N Madison	120.00	1
C-00742	135740	705 N Grove - V/L S of 2325 E Murdock	120.00	1
C-00727	135710	V/L S of 706 N Piatt	120.00	1
B-03725-000A	122635	1610 E 15th St N	120.00	1
C-30800	176093	V/L N of 2706 N Fairmount	120.00	1
B-08730	128685	1315 E Central - easement	120.00	1
B-03279	122034	1228 N Mathewson	120.00	1
C-12698	158403	2243 N Minnesota	120.00	1
B-03733	122647	1454 N New York - V/L SE corner of 14th & New York	120.00	1
C-10566	155492	640 N Old Manor - V/L S of 644 N Old Manor	120.00	1
C-12598	158303	1704 E 23rd St N	120.00	1
B-02861	121563	V/L East of 1405 E 9th St N	120.00	1
B-10239	130478	V/L N of 1721 N Pennsylvania	120.00	1
B-08856-0002	128966	V/L 2 N of 1721 N Pennsylvania	120.00	1
B-07632	127244	1004 E Bayley - V/L NE corner of Bayley & Washington	120.00	1
D-54060	485051	5663 S Broadway - V/L S of 5641 S Broadway	120.00	4
D-04816	204642	V/L N of 1746 S Glenn	120.00	4
D-05586	205819	1611 W Harry	120.00	4
D-05603	205859	1726 S Millwood - V/L S of 1724 S Millwood	120.00	4
A-01217	100483	1258 N Waco	120.00	6

C-64085	594834	1469 N Ridgehurst - V/Land N of 1465 N Ridgehurst	255.00	2
B-03198	121932	533 N Wabash - V/L N of 529 N Wabash	120.00	1
B-03025	121740	915 N Ohio - V/L N of 913 N Ohio	\$120.00	1
C-02791-0001	138772	1201 N Green - V/L NW corner of 11th & Green	\$120.00	1
C-11906	157526	2202 E Mossman - easement	\$120.00	1
D-08913	209936	1354 S Gordon	\$120.00	4
D-49756	348645	5202 S Mt Carmel	\$120.00	4

Published in the Wichita Eagle on March 2, 2012

ORDINANCE NO. 49-211

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2012:

Legal of Parcel in Benefit District	Assessment
LOTS 101-103 DAYTON AVE GLENDALE ADD.	120.00
VAC LOTS 20 TO 24 INC & 1/2 VAC ST ADJ GIBBONS GARDENS BEING BEG 525 FT S & 30 FT E NW COR SE 1/4 S 150 FT E 260 FT M-L N 150 FT W TO BEG SE 1/4 SEC 32-26-1E	120.00
LOT 1203 & S 1/2 LOT 1205 WACO AVE. LEWELLEN ADD.	120.00
LOTS 177-179-181 EXC W 50 FT MARKET ST. LEE'S ADD.	120.00
LOTS 2-4 ON MARKET ST. & LOTS 1-3 ON LAWRENCE AVE. GOODWIN'S ADD.	120.00
LOTS 37-39 MAIN ST FITZGERALD'S ADD	120.00
N 32 2/3 FT LOT 49 WATER ST. FEGTLY'S ADD.	120.00
LOT 49 & N 9 FT LOT 51 WATER ST. ENGLISH'S 6TH. ADD.	120.00
LOT 12 BOSTON COURT ADD.	120.00

LOT 13 BOSTON COURT ADD.	120.00
THAT PART LOT 8 BEG NE COR WLY 158.78 FT SWLY 100.91 FT SW 40 FT SELY ALG CUR 23.40 FT NE 243.12 FT TO E LI N 22.07 FT TO BEG SHERWOOD GLEN 5TH ADD	120.00
THAT PART LOT 2 BEG NW COR E 133.65 FT SE 52.55 FT TO NE COR S 122.25 FT W TO SW COR NWLY 151.7 FT TO BEG WONG 2ND. ADD.	120.00
N 20 FT LOT 35 & S 20 FT LOT 37 TOPEKA AVE. J. P. HILTON'S ADD.	120.00
LOT 4 THE ELITE ADD.	120.00
LOTS 44-45 SHIRK'S ADD.	120.00
LOTS 25-27 OHIO AVE. MOORE'S ADD.	120.00
LOTS 48-50-52-54 GETTO NOW NEW YORK AVE. GETTO'S ADD.	120.00
LOTS 65-67 OHIO AVE. BURLEIGH'S 3RD. ADD.	120.00
S 17 FT LOT 100 & N 16 2/3 FT LOT 102 BLOCK 13 ORME & PHILLIPS ADD.	120.00
LOTS 70-72 IDA AVE. LINCOLN ST. ADD.	120.00
LOTS 73-75 PATTIE AVE. MC CORMICK'S ADD.	120.00
LOTS 1-3 WABASH 2ND. ADD.	120.00
LOT 11 BLOCK 13 GARDENPARK ADD.	120.00
LOT 24 BLOCK 1 LOUIS 4TH. ADD.	120.00
LOT 3 BLOCK C PINEWOOD ESTATES ADD.	120.00
W 694 FT S1/2 SE1/4 SW1/4 SEC 27-26-1E	120.00

W 85 FT LOT 23 SPRUCE AVE. PARK PLACE ADD.	120.00
LOTS 37-39 ASH ST. STITES BROS. 2ND. ADD.	240.00
LOTS 23-25 LOCUST NOW MADISON AVE. STITES BROS. 2ND. ADD.	120.00
LOTS 41-43 STITES NOW GROVE AVE. STITES BROS. 2ND. ADD.	120.00
LOTS 5-7 TARLTON NOW MINNEAPOLIS BEALL & BERRY'S SUB.	120.00
LOTS 9-10-11-12 ROSENTHAL'S 2ND. ADD.	120.00
LOTS 146-148-150 PIATT AVE. LOGAN ADD.	120.00
LOT 51 EXC W 3 FT FOR ROW & LOT 53 EXC W 5 FT FOR ROW ASH ST LOGAN ADD	120.00
LOTS 55-57 ASH ST LOGAN ADD.	120.00
S 20 FT LOT 73-ALL LOT 75 ASH ST. LOGAN ADD.	120.00
LOTS 108-110 STRONG NOW ASH ST. LOGAN ADD.	240.00
E 50 FT LOTS 182-184-186-188 ASH ST. LOGAN ADDITION	120.00
LOTS 127-129 MADISON AVE. LOGAN ADD.	120.00
LOTS 126-128-130-132 MADISON AVE. LOGAN ADD.	120.00
LOTS 9-11 SPRUCE ST. LOGAN ADD.	120.00
LOTS 83-85 SPRUCE ST. LOGAN ADD.	120.00
LOTS 39-41-43-45 GROVE ST. LOGAN ADD.	120.00

LOTS 129-131 TYLER NOW GROVE ST. LOGAN ADD.	120.00
LOTS 163-165 GROVE ST. LOGAN ADD.	120.00
LOTS 1-3-5-7 BLOCK 2 KANSAS ADD.	120.00

SECTION 2. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2012:

ODD LOTS 23 TO 45 INC BLOCK 4 KANSAS ADD.	130.00
LOTS 21-23 BLOCK 2 OHIO ADD.	120.00
LOTS 51-53 BLOCK 7 OHIO ADD.	120.00
LOTS 1-3 STRONG NOW ASH ST. STOUT'S ADD.	120.00
LOTS 68-70 CAMPBELL NOW MADISON AVE. STOUT'S ADD.	120.00
LOTS 41-43 MINNESOTA AVE. PARKVIEW ADD.	120.00
LOTS 85-87 CHAUTAUQUA AVE. CENTRAL AVE. ADD.	120.00
W 50 FT E 116 FT LOTS 5-6-7 & W 50 FT E 116 FT N 15 FT LOT 8 MUNSELL'S SUB.	120.00
LOTS 23-25 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	120.00
LOTS 61-63 GREEN ST. FAIRMOUNT PARK ADD.	120.00
LOTS 65-67 GREEN ST. FAIRMOUNT PARK ADD.	120.00
LOTS 18-20 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	120.00

LOTS 50-52 GREEN ST. FAIRMOUNT PARK ADD.	120.00
LOTS 54-56 GREEN ST. FAIRMOUNT PARK ADD.	120.00
LOTS 112-114 GREEN ST. FAIRMOUNT PARK ADD.	120.00
LOTS 33-35 ESTELLE AVE. FAIRMOUNT PARK ADD.	240.00
LOTS 41-43 ESTELLE AVE. FAIRMOUNT PARK ADD.	120.00
LOTS 73-75 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	120.00
LOTS 54-56 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	240.00
LOTS 62-64 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	120.00
LOTS 78-80 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	120.00
LOTS 90-92 MT OLIVE NOW CHAUTAUQUA AVE FAIRMOUNT PARK ADD	120.00
S1/2 LOT 106-ALL LOT 108 CHAUTAUQUA AVE FAIRMOUNT PARK ADD.	120.00
LOTS 25-27 BLOCK 1 ESTERBROOK PARK ADD.	120.00
LOTS 33-35 BLOCK 2 ESTERBROOK PARK ADD.	120.00
LOTS 42-44 BLOCK 2 ESTERBROOK PARK ADD.	120.00
LOTS 27-29 BLOCK 3 ESTERBROOK PARK ADD.	120.00
N 15 FT LOT 14-ALL LOT 16 BLOCK 3 ESTERBROOK PARK ADD.	120.00
LOTS 6-8 VOLUTSIA AVE. WOODRIDGE PLACE ADD.	120.00

LOTS 63-65 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	120.00
LOTS 83-85 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	120.00
LOTS 6-8 LORRAINE AVE. WOODRIDGE PLACE ADD.	120.00
LOTS 74-76 LORRAINE AVE. WOODRIDGE PLACE ADD.	120.00
LOTS 19-21 SHILLER NOW GREEN ST. ROSE HILL ADD.	120.00
N 38 1/2 FT LOT 38 & S 13 1/2 FT LOT 40 GOETHE NOW ESTELLE GETTO'S 3RD. ADD.	120.00
LOTS 5-7 GOETHE NOW ESTELLE AVE. FAIRMOUNT ORCHARDS ADD.	120.00
LOTS 32-34 2ND. FAIRMOUNT ORCHARDS ADD.	120.00
LOTS 7-9 & S 20 FT LOT 11 FAIRMOUNT AVE. FAIRMOUNT PLACE ADD.	120.00
N 5 FT LOT 11-ALL LOTS 13-15 FAIRMOUNT AVE. FAIRMOUNT PLACE ADD.	120.00
LOTS 99-101 HOLYOKE AVE. FAIRMOUNT ADD.	120.00
LOTS 2-4 BLOCK 2 COLLEGE TERRACE ADD.	120.00
S 1/2 LOT 17 - ALL LOTS 19-21 CLEGG NOW KANSAS AVE. STAFFORD & STANCER'S ADD.	120.00
LOTS 6-8 BLOCK 5 WESTMORELAND ADD.	120.00
LOTS 16-18-20 ESTELLE AVE REPLAT OF PART OF GETTOS 2ND ADD.	120.00
LOT 7 MC COOL & LAMBE'S ADD.	120.00
S1/2 LOT 17-ALL LOT 19 & N1/2 LOT 21 WALTER MORRIS & SON'S 4TH. ADD.	120.00

SECTION 3. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2012:

LOT 3 BLOCK 1 PARKMORE ADD.	240.00
LOT 12 BLOCK 1 PARKMORE ADD.	120.00
LOT 24 BLOCK 3 PARKMORE ADD.	120.00
LOT 3 BLOCK D MILLAIR ADD.	120.00
LOT 13 BLOCK D MILLAIR ADD.	120.00
E 47 FT LOT 6 & W 25 FT LOT 7 BLOCK 5 SHADYBROOK ADD.	120.00
LOT 5 BLOCK 13 SHADY BROOK ADD.	120.00
LOT 9 BLOCK 3 EAST HIGHLAND NORTH ADD.	120.00
LOT 25 FAIRMOUNT PARK 2ND. ADD.	240.00
LOT 1 BLOCK R UNIVERSITY PARK ADD.	120.00
LOT 14 BLOCK 11 EASTRIDGE ADD. REPLAT	120.00
LOT 2 BLOCK 5 J. WALTER ROSS ADD.	120.00
LOT 13 BLOCK 5 J. WALTER ROSS ADD.	120.00
LOT 3 BLOCK 2 KEN-MAR ADD.	120.00
LOT 2 BLOCK 8 KEN-MAR ADD.	120.00

RESERVE A & VAC ALLEY ADJ ON N & 1/2 VAC ALLEY ADJ ON E BLOCK 1 KRACK'S ADDITION	120.00
BEG SW COR RES. B N 178.55 FT E 150.86 FT SW 119.08 FT SWLY 95.02 FT TO SLY LI RES B WLY ALG SLY LI TO BEG EASTRIDGE 3RD. ADD.	120.00
LOT 13 BLOCK 2 RUSSELL ROSS ADD.	120.00
LOT 80 EXC E 30 FT FOR ST. HILLSIDE GARDENS ADD.	120.00
LOT 17 BLOCK 2 DON DINNING ADD.	120.00
LOT 3 BLOCK 6 EASTRIDGE SEVENTH ADD.	120.00
LOT 52 BLOCK J PLANEVIEW SUB. NO. 1	240.00
LOT 33 BLOCK B PLANEVIEW SUB. NO. 2	120.00
LOT 48 BLOCK J PLANEVIEW SUB. NO. 2	120.00
ODD LOTS 39 THRU 47 INC. BLOCK 8 COLLEGE CREST ADD.	120.00
LOTS 46-48 BLOCK 8 COLLEGE CREST ADD.	120.00
LOT 27 LINWOOD ACRES ADD.	120.00
LOT 46 LINWOOD ACRES ADD.	120.00
LOT 47 LINWOOD ACRES ADD.	120.00
LOT 1 BLOCK 1 HAMPTON ADD.	120.00
LOT 15 BLOCK 1 INDUSTRIAL AIR CENTER ADD.	130.00
LOT 16 EXC PT DED FOR ST BLOCK 1 INDUSTRIAL AIR CENTER ADD.	130.00

LOT 9 BLOCK 4 TOWNE PARC ADD.	120.00
E 549 FT S 319.17 FT SE 1/4 SE 1/4 EXC E 225 FT & EXC S 50 FT FOR RD SEC 18-28-1E	120.00
LOTS 2-4-6-8-10 BURTON ST MC KEE'S RESURVEY	120.00
LOTS 29-31 ELIZABETH AVE LAWRENCE'S 7TH ADD.	120.00
S 1/4 LOT 16-ALL LOT 17 BLOCK 2 JUNCTION TOWN CO. ADD.	120.00
S 10 FT LOT 10-ALL LOTS 11-12 BLOCK 3 JUNCTION TOWN CO. ADD.	120.00
LOTS 27-29-31 BLOCK A SHEARMAN'S ADD.	120.00
LOTS 61-63 RICHMOND'S ADDITION	120.00
LOTS 48-50 MAPLE ST SMITHSON'S SUB	120.00
LOTS 21-23 KIRKPATRICK'S 3RD. ADD.	120.00
LOTS 2-4 BLOCK 17 J O DAVIDSON'S 2ND. ADD.	120.00
LOTS 2-4 EXC E 40 FT ELIZABETH AVE BLOCK C PRINCESS ADD	120.00
LOTS 50-52 MILLWOOD AVE. BLOCK J PRINCESS ADD	120.00
LOTS 19-21 BLOCK 1 DUGAN'S ADD.	120.00

SECTION 4. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2012:

LOTS 10-12-14 MADRID AVE. GARFIELD PARK ADD.	120.00
LOT 9 BLOCK 14 PAWNEE PARK ADD.	120.00
E 1/2 ACRE LOT 28 EXC E 30 FT FOR ST. KNIGHT ACRES	120.00
LOTS 11 EXC N 10 FT & ALL LOT 12 BLOCK 3 ORCHARD PARK ADD.	120.00
LOTS 23-24 BLOCK 5 ORCHARD PARK ADD.	120.00
LOT 4 BLOCK 8 1ST. ADD. TO SOUTHWEST VILLAGE	120.00
LOT 17 BLOCK 8 DOWNTAIN'S 1ST ADD.	120.00
LOT 2 BLOCK 2 4TH ADD TO SOUTHWEST VILLAGE	120.00
LOT 1 BLOCK 1 SUNSET HEIGHTS 3RD. ADD.	120.00
LOT 9 GROVE'S ADD.	120.00
LOT 5 BLOCK 3 PURCELL'S 9TH. ADD.	120.00
LOT 73 BLOCK 1 THE PARK ADD.	120.00
LOT 1 EXC W 230 FT MERIDIAN CENTER ADD.	120.00
PART OF LOTS 4 & 5 BEG SWLY COR LOT 4 TH NWLY 242.03 FT TO WLY COR SD LOT NE 1.27 FT TO CUR TH NE ALG CUR 211.50 FT E 130.28 SE 51.41 FT E 109.45 FT SE 84.89 FT TH SWLY 64.82 FT TH W 147.67 FT S 63.86 FT TH SWLY 89.52 FT TH S 90.02 FT TH SWLY TO BEG BLOCK K MEADOWVIEW ESTATES ADD	210.00
LOT 5 BLOCK B SIMMONS PARK ADD.	120.00
LOT 6 BLOCK B SIMMONS PARK ADD.	120.00

LOT 18 BLOCK 4 BELLE TERRE SOUTH ADD.	120.00
LOT 21 BLOCK 4 BELLE TERRE SOUTH ADD.	120.00
LOT 37 BLOCK 4 BELLE TERRE SOUTH ADD.	120.00
LOT 1 BLOCK 5 ANGEL ACRES ADD.	120.00
LOT 2 BLOCK 6 ANGEL ACRES ADD.	120.00
LOT 10 BLOCK 6 ANGEL ACRES ADD.	120.00
LOT 20 BLOCK 6 ANGEL ACRES ADD.	120.00
LOT 10 BLOCK 4 SOUTH BROADWAY GARDENS ADD.	120.00
LOT 9 BLOCK 1 BELLE TERRE SOUTH 2ND ADD.	120.00
LOT 3 BLOCK A AUBURN HILLS 12TH ADD.	120.00
LOT 13 BLOCK A AUBURN HILLS 12TH ADD.	120.00
LOT 15 BLOCK A AUBURN HILLS 12TH ADD.	120.00
LOT 2 BLOCK B AUBURN HILLS 12TH ADD.	120.00
ALL LOT 13 & LOT 14 EXC BEG NE COR S 100 FT TO SE COR W 113.87 FT NE 137.66 FT TO CUR ELY ALG CUR 32.6FTTO BEG BLOCK 6 SAWMILL CREEK ADDITION	120.00
E 48 FT LOT 15 & LOT 16 EXC E 37 FTBLOCK 6 SAWMILL CREEK ADD.	120.00

E 37 FT LOT 16 & LOT 17 EXC E 26 FTBLOCK 6 SAWMILL CREEK ADD.	120.00
ALL LOT 19 & E 15 FT LOT 18 BLOCK 6 SAWMILL CREEK ADD.	120.00
LOT 22 BLOCK 6 SAWMILL CREEK ADD.	120.00
LOT 3 BLOCK 1 WHISPERING LAKES ESTATES ADD.	125.00
LOT 8 BLOCK 1 WHISPERING LAKES ESTATES ADD.	120.00
LOT 26 BLOCK 1 WHISPERING LAKES ESTATES ADD.	120.00
LOT 27 BLOCK 1 WHISPERING LAKES ESTATES ADD.	120.00
LOT 28 BLOCK 1 WHISPERING LAKES ESTATES ADD.	120.00
LOT 30 BLOCK 1 WHISPERING LAKES ESTATES ADD.	120.00
LOT 34 BLOCK 1 WHISPERING LAKES ESTATES ADD.	120.00
LOT 35 BLOCK 1 WHISPERING LAKES ESTATES ADD.	120.00
LOT 3 BLOCK 2 WHISPERING LAKES ESTATES ADD.	120.00
LOT 12 BLOCK 2 WHISPERING LAKES ESTATES ADD.	120.00
LOT 13 BLOCK 2 WHISPERING LAKES ESTATES ADD.	120.00
LOT 27 BLOCK 3 WHISPERING LAKES ESTATES ADD.	152.00

SECTION 5. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2012:

LOT 21 BLOCK 4 WHISPERING LAKES ESTATES ADD.	148.85
LOT 27 BLOCK 4 WHISPERING LAKES ESTATES ADD.	120.00
LOT 13 BLOCK 5 WHISPERING LAKES ESTATES ADD.	120.00
LOT 16 BLOCK 2 WHISPERING LAKES ESTATES 2ND ADD.	120.00
LOT 7 BLOCK B WHEATLAND ADD.	120.00
LOT 86 BLOCK A BLUE LAKE ADD	120.00
LOT 100 BLOCK A BLUE LAKE ADD	120.00
LOT 102 BLOCK A BLUE LAKE ADD	120.00
LOT 107 BLOCK A BLUE LAKE ADD	120.00
LOT 112 BLOCK A BLUE LAKE ADD	120.00
LOT 114 BLOCK A BLUE LAKE ADD	120.00
LOT 31 BLOCK D BLUE LAKE ADD	120.00
LOT 55 BLOCK D BLUE LAKE ADD	120.00

LOT 60 BLOCK D BLUE LAKE ADD	130.00
LOT 5 BLOCK 1 HOME DEPOT ADD	120.00
LOT 6 BLOCK 1 PINES AT SAWMILL CREEK ADD	120.00
LOT 7 BLOCK 1 PINES AT SAWMILL CREEK ADD	120.00
BEG 502.2 FT S NW COR NE1/4 S 128.3FT E 674 FT TO CRK. NE TO PT 502.2 FT S N LI NE1/4 W 700 FT TO BEG SEC 5-27-1E	165.00
W 106 FT LOTS 1145 & 1147 WACO AVE. LEWELLEN ADD.	120.00
LOTS 246-248 EXC E 45 FT MARKET ST. HYDE & FERRELL'S ADD.	120.00
LOTS 24-26 EXC W 15 FT ARKANSAS AVE ROOSEVELT ADD.	120.00
LOTS 31-33 EXC E 15 FT SHERWOOD ST. SHERWOOD'S 2ND. ADD.	120.00
LOTS 22-24 BLOCK 3 FAIRVIEW ADD.	120.00
LOT 20 & N 16 FT LOT 22 BLOCK 2 AVONDALE ADD.	120.00
LOTS 118-120 GARLAND AVE. FERRELL'S SUB.	120.00
LOTS 27-29 RIVERSIDE NOW HEISERMAN AVE. NORTH RIVERSIDE ADD.	120.00
S 20 FT LOT 6 & ALL LOT 8 & N 5 FT LOT 10 LUCY NOW SALINA RIVERBEND ADD.	120.00
LOTS 16-18 & N1/2 LOT 20 ARMSTRONG AVE. BUENA VISTA SUB.	120.00

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LOTS 21-23 BLOCK 6 MASCOT ADD.	120.00
LOTS 20-22 WACO AVE. FITZGERALD'S 2ND. ADD.	120.00
LOTS 38-40 WATER ST. ENGLISH'S 9TH. ADD.	120.00
BEG 598 FT W & 30 FT S NE COR S1/2 NE1/4 NE1/4 W 80 FT S 50 FT E 79.23 FT N 50 FT TO BEG SEC 8-27-1E	120.00
W 150 FT LOT 2 BLOCK A BROOKING'S ADD.	120.00
LOT 16 BLOCK 2 SHEPLER'S ADD.	120.00
LOT 16 EXC BEG SW COR THEREOF TH E 676.57 FT TO PT ON E LI SW 163.87 FT TO SE COR NW 661.51 FT TO BEG ROCK ISLAND INDUSTRIAL PARK ADD	120.00
LOT 4 EXC W 70 FT THEREOF BLOCK 3 THE MOORINGS ADD.	120.00
LOTS 98-100 & LOT 102 EXC N 10 FT PARMENTER'S ADD.	120.00
LOTS 10-12 TOPEKA AVE. FORD'S ADD.	120.00
LOT 1 & N 15 FT LOT 2 DAYMORE ADD.	120.00
S 23 FT LOT 16-ALL LOT 18 EXC E 8 FT TO CITY MINNEAPOLIS AVE. OAKLAND ADD.	120.00
LOTS 102-104-106 EXC S 8 FT TO CITY& EXC E 8 FT LOT 106 TO CITY & EXC N 92 FT LOT 106 MURDOCK AVE OAKLAND ADD.	120.00
LOT 19 & E 18 FT LOT 20 FRISCO NOW 9TH. ST. TILFORD'S 2ND. ADD.	120.00
LOT 16 & N 20 FT LOT 17 SHIRK'S ADD.	120.00
LOTS 33-35 OHIO AVE MOORE'S ADD.	120.00

SECTION 6. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2012:

N 38 FT E 1/2 LOT 5 PEARCE & VAN TILBURGH'S ADD.	120.00
LOTS 51-53 EXC CANAL & EXC C-15010 BEG 55.8 FT E SW COR LOT 51 NW TO PT 42.6 FT E NW COR LOT 53 W 14.45 FT SELY TO PT 15.56 FT W OF BEG E TO BEG PENNSYLVANIA AVE. GETTO'S ADD.	120.00
LOT 14 EXC E 2.73 FT - ALL LOT 16 &E 5.46 FT LOT 18 & VAC 5 FT ADJ ON S & 1/2 VAC ALLEY ADJ ON N 15TH. ST. IN VAC. SPRING GROVE 2ND. ADD.	120.00
LOTS 19-21 UNION NOW NEW YORK AVE. MILFORD'S REPLAT	120.00
LOTS 60-62-64-66 EXC S 10 FT LOT 66HYDRAULIC AVE. MILFORD'S REPLAT	120.00
E 41 FT LOTS 74-76 BLOCK 8 ORME & PHILLIPS ADD.	120.00
LOTS 145-147 HUNTER'S 3RD ADD.	120.00
LOTS 6-8 PATTIE AVE HUNTSBARGER'S ADD.	120.00
LOTS 46-48 EXC PT TO STATE FOR HY WASHINGTON AVE LINCOLN ST. ADD.	120.00
LOTS 2-4 CLEVELAND AVE. MATHEWSON MANOR ADD.	120.00
S 80 FT OF TRACT BEG 350 FT W NE COR SE 1/4 S 360 FT W TO CTR CREEK NE TO N LI SE 1/4 E TO BEG EXC ST SEC 9-27-1E	120.00
BEG 132 FT S & 309 FT E NW COR SW 1/4 NE 1/4 S 55 FT W 135 FT N 55 FT E 135 FT TO BEG SEC 16-27-1E	120.00
N 43 FT OF TR BEG 358 FT E & 16 RDSS NW COR SW 1/4 NE 1/4 S 132 FT E 136 FT N 132 FT W TO BEG SEC 16-27-1E	120.00

LOT 3 EXC W 2 FT BLOCK 2 ARCHIE ADAMS ADD.	120.00
LOT 13 BLOCK 3 ARCHIE ADAMS ADD.	120.00
LOT 1 FOX-HUEY ADD.	120.00
S 348 FT W 155 FT BLOCK 16 EXC S 200 FT W 144 FT THEREOF RAINBOW FIRST ADD	120.00
S 10 FT LOT 15-ALL LOT 16 & N 5 FT LOT 17 OWSLEY PLACE ADD.	120.00
LOTS 19-21 BUTLER & FISHER'S 2ND. ADD.	120.00
LOTS 23-25 BUTLER & FISHER'S 2ND. ADD.	120.00
LOTS 40-42 BUTLER & FISHER'S 2ND. ADD.	120.00
LOTS 77-79 BUTLER & FISHER'S SUB.	120.00
LOTS 29 & 31 EXC E 55 FT 2ND. NOW MADISON FIELD & CARMICHAEL'S SUB.	120.00
LOTS 12-13 SMYTH'S SUB.	120.00
LOT 16 & N 8 1/3 FT LOT 17 ROACH'S SUB.	120.00
LOT 1 SPRUCE AVE. PARK PLACE ADD.	120.00
S 9.5 FT LOT 21 & ALL LOT 23 & N 23.5 FT LOT 25 PIATT AVE. STITES BROS. ADD.	120.00
LOTS 26-28 LOCUST NOW MADISON AVE. STITES BROS. 2ND. ADD.	120.00
LOTS 50-52 PIATT AVE. STITES BROS. 4TH. ADD.	120.00
LOTS 65-67-69 STITES NOW GROVE ST. STITES BROS. 4TH. ADD.	120.00
LOTS 22-24 NORRIS NOW ASH ST. SOLOMONS 2ND. ADD.	120.00

LOTS 29-31 TENTH ST. ADD.	120.00
LOTS 96-97 ROSENTHAL'S 2ND. ADD.	120.00
LOTS 118-119 ROSENTHAL'S 2ND. ADD.	120.00
LOTS 72-74-76 GUY NOW PIATT AVE LOGAN ADD.	120.00
LOTS 90-92-94 PIATT AVE. LOGAN ADD.	120.00
LOTS 56-58 ASH ST. LOGAN ADD.	120.00
LOTS 26-28 BLOCK 1 KANSAS ADD.	120.00
LOTS 30-32-34 BLOCK 1 KANSAS ADD	120.00
LOTS 24-26 BLOCK 3 KANSAS ADD.	120.00
LOTS 55-57-59 BLOCK 5 KANSAS ADD.	120.00
LOTS 76-78 BLOCK 6 KANSAS ADD.	120.00
LOTS 84-86 BLOCK 6 KANSAS ADD.	120.00
LOTS 88-90-92-94 BLOCK 6 KANSAS ADD.	120.00
LOTS 87-89-91-93 BLOCK 6 KANSAS ADD.	120.00
LOTS 48-50 BLOCK 7 OHIO ADD.	120.00

SECTION 7. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2012:

LOTS 79-81 SPRUCE ST. STOUT'S ADD. EXEMPT NO. 92-76-TX	120.00
LOTS 98-100 BLOCK 11 PENNSYLVANIA ADD.	120.00
LOTS 122-124 BLOCK 11 PENNSYLVANIA ADD.	120.00
LOTS 74-76 KANSAS AVE. PARKVIEW ADD.	120.00
LOTS 61-63 MINNEAPOLIS AVE PARKVIEW ADD	120.00
LOTS 6-8 ROYSTONE NOW ERIE AVE. MAPLE GROVE ADD.	120.00
LOTS 10-12 ROYSTONE NOW ERIE AVE. MAPLE GROVE ADD.	120.00
LOT 14 & N 6 1/2 FT LOT 16 ROYSTONE NOW ERIE AVE. MAPLE GROVE ADD.	120.00
E 40 FT W 116 FT N 1/2 LOT 8 FRISCO NOW 9TH. ST. MOSSMAN'S ADD.	120.00
LOTS 21-23 MONA NOW POPLAR AVE. MOSSMAN'S 2ND. ADD.	120.00
LOTS 102-104 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	120.00
LOTS 106-108 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	120.00
E 81 FT LOTS 93-95 GREEN ST. FAIRMOUNT PARK ADD.	120.00
LOTS 27-29-31 ESTELLE AVE. FAIRMOUNT PARK ADD.	120.00
LOTS 57-59 ESTELLE AVE. FAIRMOUNT PARK ADD.	120.00
LOTS 98-100 ESTELLE AVE. FAIRMOUNT PARK ADD.	120.00
LOTS 17-19 BLOCK 3 ESTERBROOK PARK ADD.	120.00
LOTS 1-3 BLOCK 4 ESTERBROOK PARK ADD.	120.00

LOTS 13-15 BLOCK 4 ESTERBROOK PARK ADD.	120.00
LOTS 17-19 VOLUTSIA AVE. FAIRMOUNT ORCHARDS ADD.	120.00
LOTS 19-20 BEN BAILEY'S ADD.	120.00
LOTS 77-78 OVERLOOK ADD.	120.00
LOT 1 & N 13 FT LOT 2 OVERLOOK ANNEX	120.00
LOTS 241-242 BELMONT PARK ADD.	120.00
LOTS 37-38 BLOCK 9 EAST HIGHLANDS ADD.	120.00
LOT 4 EXC W 5 FT & S 5 FT E 135 FT LOT 3 BLOCK 1 SLEEPY HOLLOW ADD.	120.00
BEG 1242.85 FT N SW COR NW1/4 SEC 36 E 175 FT S 51 FT W 175 FT N TO BEG EXC W 50 FT FOR ST SEC 36-27-1E	120.00
LOT 23 BLOCK 3 PARKMORE ADD.	120.00
LOT 1 BLOCK A MILLAIR ADD.	120.00
LOT 9 BLOCK D MILLAIR ADD.	120.00
LOT 6 BLOCK H MILLAIR ADD.	120.00
LOT 11 BLOCK F YALE HEIGHTS ADD.	120.00
LOT 17 BLOCK G YALE HEIGHTS ADD.	120.00
LOTS 17-18 BLOCK 6 COUNTRY CLUB HEIGHTS ADD.	120.00
LOTS 31-32 BLOCK 8 COUNTRY CLUB HEIGHTS ADD.	120.00
LOT 33 FAIRMOUNT PARK 2ND. ADD.	120.00

LOT 11 BLOCK B HEALY & NEWMAN ADD.	120.00
LOT 13 BLOCK B HEALY & NEWMAN ADD.	120.00
N 10 FT LOT 33-ALL LOTS 34-35 BLOCK 16 UNIVERSITY HEIGHTS ADD.	120.00
LOT 20 BLOCK D UNIVERSITY PARK 2ND ADD	120.00
LOT 6 BLOCK G UNIVERSITY PARK 2ND. ADD.	120.00
LOT 2 BLOCK A PINERIDGE ADD.	120.00
LOT 21 BLOCK 4 BUILDERS 3RD. ADD.	120.00
LOT 16 BLOCK 3 EASTRIDGE ADD.	120.00
LOT 2 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	120.00
LOT 9 BLOCK Y AUDREY MATLOCK HEIGHTS 1ST. ADD.	120.00

SECTION 8. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2012:

E 60 FT W 202.5 FT LOT 17 BLOCK A INDUSTRIAL ADD.	120.00
LOT 6 BLOCK 4 RIDGECREST ADD.	120.00
LOT 20 BLOCK 4 RIDGECREST ADD.	120.00
LOT 3 BLOCK 11 RIDGECREST ADD.	120.00
LOT 8 HARPER'S ADD.	120.00
LOT 4 J & G REPLAT IN EASTWOOD VILLAGE ADD.	120.00

LOT 24 BLOCK J PLANEVIEW SUB. NO. 2	120.00
LOTS 5-7 BLOCK 6 COLLEGE CREST ADD.	120.00
LOT 6 BLOCK 1 PRAIRIE HILLS SECOND ADD.	120.00
LOT 10 BLOCK 1 LISA COLE 1ST. ADD.	120.00
LOT 1 EXC BEG 77 FT N SW COR N 7.49FT NELY ALG CUR 385.13 FT SE 105.75 FT SW 228.82 FT W 125 FT TO BEG & EXC COMM SW COR N 77 FT E 125 FT NE 71.26 FT FOR BEG TH SE 14.72 FT NE 14.08 FT SE 2.5 FT NE 24 FT SW 5.25 FT NE 25.13 FT NW 49.25 FT SW 36.71FT SW 37.08 FT TO BEG BLOCK 2 PARK MEADOW ESTATES ADD.	210.00
LOTS 305-307 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	120.00
LOTS 39-40 BLOCK 4 MARTINSON'S 7TH. ADD.	120.00
LOTS 6-8 BLOCK H EAST UNIVERSITY ADD.	120.00
E 100 FT LOTS 25-27 BLOCK I WHEELER'S ADD.	120.00
LOTS 34-36 BLOCK 8 WHITLOCK'S REPLAT	120.00
VACATED LOTS 1-3-5-7 FERN ST BLOCK E PRINCESS ADD	120.00
LOT 74 EXC N 3 FT-ALL LOTS 76-78 MILLWOOD AVE. BLOCK J PRINCESS ADD	120.00
N1/2 E1/2 LOT 6 EXC E 30 FT ST BLOCK 21 PARKWILDE ADD.	120.00
LOTS 138-140 GORDON RICHMOND 3RD. ADD.	120.00
LOT 1 & VAC 10TH. ST. ADJ ON N BLOCK 5 GOLDEN GARDENS ADD.	120.00
LOT 20 BLOCK 10 1ST. ADD. TO SOUTHWEST VILLAGE	120.00
LOT 1 BLOCK 2 RIDGEVIEW ADD.	120.00

LOT 7 BLOCK 2 3RD. ADD. TO SOUTHWEST VILLAGE	120.00
LOT 18 BLOCK 4 SUNSET HEIGHTS 2ND. ADD.	120.00
LOTS 4 & 5 GRESHAM ADD.	120.00
S 125 FT N 375 FT LOT 4 CENTRAL ACRES	120.00
LOT 7 MAPLE LANE ADD	120.00
LOT 5 BLOCK 3 SUNSET MANOR WEST ADD.	120.00
LOT 2 DULOHERY ADD.	120.00
LOT 13 BLOCK 3 GOLDEN HILLS 5TH. ADD.	120.00
LOT 12 BLOCK 4 STONEBRIAR ADD.	120.00
LOT 15 BLOCK A REPLAT OF PT OF INTERURBAN PLACE ADD.	120.00
LOT 12 BLOCK C SIMMONS PARK ADD.	120.00
LOT 5 BLOCK 1 SOUTH HYDRAULIC GARDENS ADD.	120.00
BEG NE COR LOT 4 S 140 FT W 60 FT S20 FT W TO RR ROW NW ALG ROW TO NW COR LOT 4 E 195.4 FT TO BEG EXC E 33.5 FT CC # 82C1174 FOR ST VANDALE ADD	120.00
THAT PART LOT 14 BEG NE COR S 100FTTO SE COR W 113.87 FT NE 137.66 FT TO CUR ELY ALG CUR 32.6 FT TO BEG &LOT 15 EXC E 48 FT BLOCK 6 SAWMILL CREEK ADDITION	120.00
NW1/4 EXC STS & EXC BEG 1343 FT S OF NW COR E 425.36 FT N 45.94 FT E 2205.46 FT TO E LI S 1327.08 FT TO SE COR W 2625.17 FT TO SW COR TH N 1275.56 FT TO BEG & EXC BEG NE COR TH S 600 FT W 150 FT N 450 FT W 435 FT N 150 FT E 585 FT TO BEG EXC FOSSIL RIM ESTATES ADDN. & EXC PART DED FOR ST SEC 4-27-1W	465.00
LOT 43 BLOCK B RIVENDALE ADD.	120.00

LOT 4 BLOCK A REPLAT OF PART OF KINKAID PARK ADD	120.00
LOT 19 BLOCK A TYLER'S LANDING 3RD ADD	120.00
LOT 17 BLOCK B WOODS ADD	120.00
LOTS 47-49 EXC W 3 FT TKN FOR ROW ASH ST. LOGAN ADD.	120.00
LOT 1 BLOCK 1 LAMPTON BROTHERS ADD	120.00
RESERVE E STONEBRIDGE 2ND ADD	255.00
LOT 9 BLOCK 2 WILLOW CREEK EAST 2ND ADD	120.00
LOTS 165-167-169 GRANVILLE PARK ADD.	120.00
LOT 1 BLOCK A SCHRAFT 5TH ADDITION	240.00

SECTION 9. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this 28th day of February, 2012.

	Carl Brewer, Mayor
ATTEST:	
Karen Sublett, City Clerk	
(SEAL)	

Approved as to form
Gary E. Rebenstorf, Director of Law

City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: 2012 Street Rehabilitation Program (Districts I, II and III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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Recommendation: Approve the project.

Background: The Capital Improvement Program (CIP) adopted by the City Council includes ongoing funding to rehabilitate major streets. This General Obligation bond funding is separate from the Contract Maintenance Program that is funded by the Public Works operating budget. Grove, between Lincoln and Douglas, and northbound K-15 Highway, between I-135 and the Kansas Turnpike, have been selected for this program as they are two of the most severely deteriorated arterial streets in town and are, at best, difficult to maintain.

<u>Analysis:</u> The Grove rehabilitation will consist of the removal and replacement of deteriorated concrete slabs as necessary. K-15 was selected because it is a connecting link state highway and is in need of an asphalt mill and overlay.

<u>Financial Considerations:</u> The project budget for Grove is \$300,000 (General Obligation bonds). The project budget for K-15 is \$400,000 (\$200,000 from General Obligation bonds and \$200,000 from state funds) for a total budget of \$700,000.

<u>Goal Impact:</u> This project addresses the Efficient Infrastructure goal by providing needed street maintenance.

Legal Considerations: The Law Department has approved the authorizing ordinance as to form.

Recommendation/Action: It is recommended that the City Council approve the project, place the ordinance on first reading, and authorize the necessary signatures.

Attachments: Maps, CIP sheet, and ordinance.

PROJECT	AUTHOR OF WICH			USR To beliste Project To Revise Project	х	2 3 4 9	5. City Mar 1. L'ile origi 5. Return 2	in triplicate iginal & 2 requi mager to sign a inal we initiating had copy to init d copy to Con	I copies. presolution in inting deponin		
1. Initiating Department	2. Initiating Di	vicion	3. Date	4. Project Description	& Location						
Public Works & Diffree	Eng & Arch		1/17/2012	2012 Street Rehab Trop							
5. CRP Project Number	f. Accounting	Number:	7. CIP Project 0 2012		B. Approved by	WCCDaw					
MS											
V. Extinated Start Date	Dt. Estimated C	Completion Dane		II. Project Revised							
As Required	As Required										
	l 12. Projec l	rt Cost Estimate		l	12A.						
шм	GO	SA	KBOT	TOTAL				Yes		Ne	
Right of Way						Platting Req	prince				
Paring, grading & court.	\$500,000		\$200,000	5701,001		Lot Split			_		
Bridge						l'etition					
Desirage					1	Ordered by V	wcc	X	_		
Sanitary Sewer											
Sidenalk					Remarks:						
Witer]	0	hose, Lineal	h-Daughes			
Fraffic Signals & Turn Laner						K	ch, man	umopike			
Totals	\$500,000		\$200,000	\$700,000		4	172 85041				
Total CIP Amount Budgeted											
Total Prelim. Estimate 13. Recommendation: Approv	e the project	aud place the	odinauce on 1s	t Reading							
Division Head		Department	Head		Budget Offic	CPF			City Mana	ger	

First Published in the Wichita Eagle March 2, 2012

ORDINANCE NO. 49-210

AN ORDINANCE DECLARING **GROVE, BETWEEN LINCOLN AND DOUGLAS, AND K-15 HIGHWAY, BETWEEN THE I-135 FREEWAY AND THE KANSAS TURNPIKE (2012 STREET REHABILITATION PROGRAM)** (472-85041) TO BE MAIN TRAFFICWAYS WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAYS; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That Grove, between Lincoln and Douglas, and K-15 Highway, between the I-135 Freeway and the Kansas Turnpike (2012 Street Rehabilitation Program) (472-85041) in the City of Wichita, Kansas are hereby designated and established as main trafficways, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to Grove, between Lincoln and Douglas, and K-15 Highway, between the I-135 Freeway and the Kansas Turnpike (2012 Street Rehabilitation Program) (472-85041) as main trafficways in the following particulars:

The reconstruction of roadways as necessary for a major traffic facility.

SECTION 3. The cost of the construction of the above described improvements is estimated to be **Seven Hundred Thousand Dollars** (\$700,000) exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements are not paid by State Grants, administered by the Kansas Department of Transportation, the City of Wichita, Kansas is authorized to issue general obligation bonds to pay such costs under the authority of K.S.A. 12-689 up to a maximum amount of \$700,000, exclusive of the cost of interest on borrowed money.

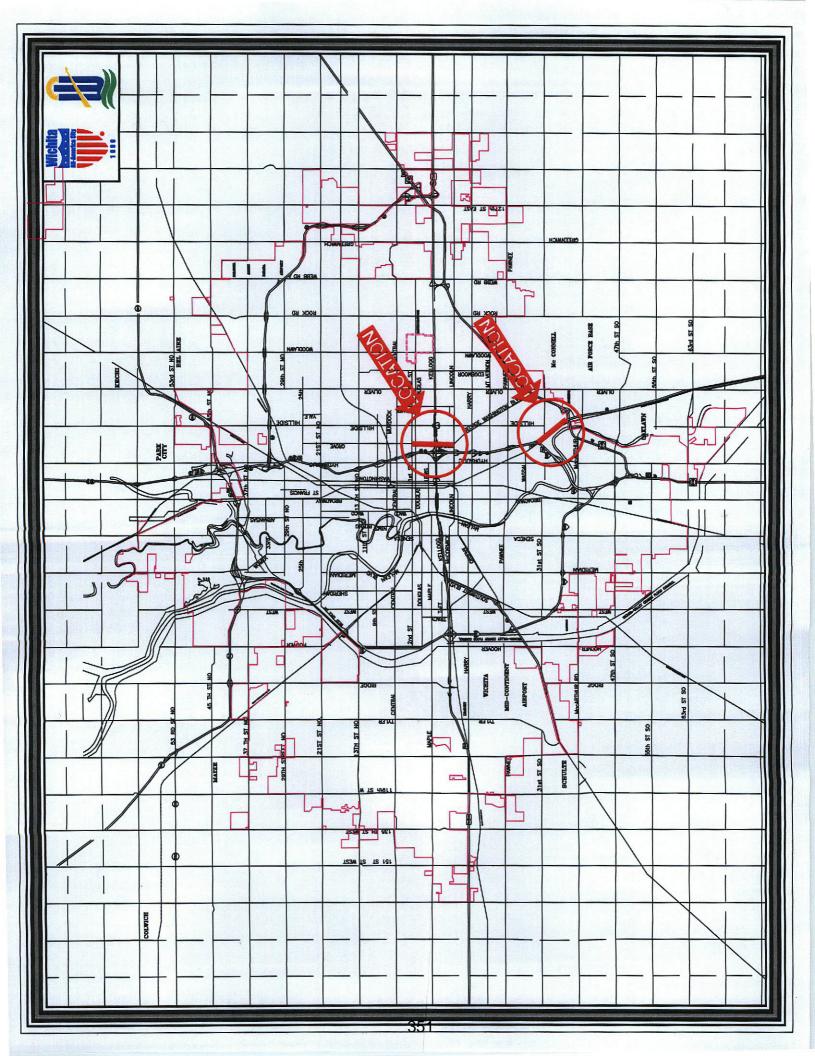
SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita, Kansas and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this day of February 28, 2012.

	CARL BREWER, MAYOR
ATTEST:	
KAREN SUBLETT, CITY CLERK	
(SEAL)	
APPROVED AS TO FORM:	
GARY REBENSTORF, DIRECTOR OF LAW	



City of Wichita City Council Meeting February 14, 2012

TO: Mayor and City Council

SUBJECT: Carry Concealed Firearm in City-owned Facilities

INITIATED BY: Wichita Police Department

AGENDA: Consent

<u>Recommendation</u>: Pass a Resolution acknowledging and clarifying the Council's actions on December, 2011 regarding the carrying of concealed firearms in City-owned buildings and facilities.

Background: On December 20, 2011, the City Council considered several options presented by staff regarding whether individuals with valid carry/concealed firearm permits should be allowed to enter Cityowned buildings and facilities with their firearms.

The City Council, following discussion, approved a motion which would allow firearms to be brought into "111 City-owned facilities," by persons with valid carry/concealed firearm permits. At the time of approval of the motion, no formal document had been prepared by staff to memorialize the option chosen by the City Council.

Additionally, concerns were expressed during the City Council meeting that the Water Center should be removed from the list of buildings. Following the meeting on December 20, 2011, staff re-reviewed the list of buildings and determined there were three facilities (the Central Maintenance Facility, the Health Department and the main water treatment plant) which staff were of the opinion that concealed carry permit holders should not be allowed to carry weapons.

<u>Analysis:</u> Based on the City Councils' actions and staff's subsequent review of buildings listed, a Resolution has been prepared to memorialize the City Council's decision and to clearly identify to staff and the citizens of Wichita where weapons are to be allowed.

Financial Considerations: None.

Goal Impact: The Resolution will assist in maintaining a Safe and Secure Community.

<u>Legal Considerations</u>: The Resolution has been prepared and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Resolution.

Attachment: Resolution

List of City-owned facilities allowing carry/concealed weapon holders to enter facilities with weapons.

RESOLUTION NO. 12-044

A RESOLUTION REGARDING THE APPLICABILITY OF THE KANSAS PERSONAL AND FAMILY PROTECTION ACT TO CITY-OWNED BUILDINGS AND FACILITIES.

WHEREAS, the State of Kansas has enacted the Personal and Family Protection Act, K.S.A. 75-7c01, et seq.; and

WHEREAS, the Act restricts carrying concealed handguns on certain premises which are conspicuously posted in accordance with the provisions of the Act and rules and regulations adopted by the Kansas Attorney General; and

WHEREAS, the Act permits persons licenses pursuant to the Act to carry a concealed handgun within a building or buildings of municipalities whenever such building or facility is not posted according to the provisions of the Act.

WHEREAS, staff has reviewed City-owned buildings and facilities and made recommendations regarding certain facilities in which persons could carry a handgun if properly licensed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA THAT:

SECTION 1. Buildings listed and identified in Exhibit A shall not be posted with signs as provided by K.S.A. 75-7c01(f) and persons properly licensed under the Act shall be permitted to carry a concealed handgun into any such building.

SECTION 2. Staff are authorized and directed to remove any existing signage on those buildings listed in Exhibit A which would prohibit persons properly licensed under the Kansas Personal and Family Protection Act, K.S.A. 75-7c01, *et seq.*, from carrying a concealed handgun into such building or facility.

SECTION 3. Any building owned or leased by the City of Wichita not listed in Exhibit A shall be conspicuously posted with signs as provided in K.S.A. 75-7c01(f) and persons licensed under the Act shall be prohibited from carrying a concealed handgun into any such buildings or facilities.

SECTION 4. This resolution shall become effective upon its approval and passage by the governing body of the City of Wichita.

	Carl Brewer, Mayor	
ATTEST:		
Karen Sublett, City Clerk		
ixaren baoren, eny Cierk		
Approved as to Form:		
Gary E. Rebenstorf		
City Attorney		

	T	T	FIREAR	MS
			Х	Х
Building Name	Address	Function	ALLOW	PROHIBIT
A. Price Woodard Park	325 W. Douglas	Park	Х	
A. Price Woodard Park	325 W. Douglas	Maintenance & Storage	х	
Air Capital Memorial Park	9500 W. Kellogg	Wood bldg over irrigation well	X	
Aley Park	1801 S. Seneca	Park	X	
Aley Park	1803 S. Seneca	Bathhouse	Х	
Auburn Hills Golf Course	443 S. 135th St. West	Golf Course	X	
Auburn Hills Golf Course	355 S. 135th St. West	Storage & Maintenance	X	
Auburn Hills Golf Course	443 S. 135th St. West	Restroom	X	
Boston Park	6655 E. Zimmerly	Park	X	
Buffalo Park	302 N Maize	Park	X	
Cessna Park	6115 E Mt Vernon	Park	X	
Chisholm Creek Park	6232 E. 29th N.	Park	X	
Chisholm Creek Park	6232 E. 29th N.	Nature Center	X	
Chisholm Creek Park	3228 N. Oliver	Barn & Silo	X	
Chisholm Creek Residence	3228 N. Oliver		Х	
College Hill Park	304 Circle Drive	Park	Х	
Columbine Park	2410 W. Columbine	Park	Х	
Country Acres Park	750 N. Country Acres	Park	Х	
Edgemoor Park	5815 E. 9th St	Park	Х	
Evergreen Park	2700 N. Woodland	Park	Х	
Evergreen Park	2600 N. Arkansas	Park Maintenance & Storage	Х	
Fairmont Park	1647 N. Yale	Park	Х	
Finlay Ross Park	121 W. Douglas	Park	Х	
Firefighters Museum	1357 S. Broadway		Х	
Fire Station #01	731 N. Main	Fire Station	Х	
Fire Station #02	1240 S. Broadway	Fire Station	Х	
Fire Station #03	3261 N. Broadway	Fire Station	Х	
Fire Station #04	2423 W. Irving	Fire Station	Х	
Fire Station #05	257 N. Hillside	Fire Station	Х	
Fire Station #07	2346 N. Coolidge	Fire Station	Х	
Fire Station #10	2950 E. 21st Street	Fire Station	Х	
Fire Station #11	1845 Geo. Washington Blvd	Fire Station	Х	
Fire Station #12	3443 S. Meridian	Fire Station	Х	
Fire Station #13	3162 W. 42nd	Fire Station	Х	
Fire Station #14	6408 Farmview	Fire Station	Х	
Fire Station #15	7923 E. Lincoln	Fire Station	Х	
Fire Station #16	1632 N. Tyler	Fire Station	Х	
Fire Station #17	10651 W. Maple	Fire Station	Х	
Fire Station #18	2808 N. Webb Road	Fire Station	Х	

			FIREARMS		
			X	X	
Building Name	Address	Function	ALLOW	PROHIBIT	
Fire Station #19	4440 S. Broadway	Fire Station	Х		
Fire Station #22	2659 S. Hydraulic	New Fire Station	Х		
Fire Training Academy	4700 E. 31st St. South	Fire Training	Х		
Garvey Park	3502 S. Washington	Park	Х		
Grove Park	2801 E. 28th St. N.	Restroom	Х		
Harrison W.B. Park	1300 S. Webb Rd.	Park	Х		
Harvest Park	9500 W. Provential Lane	Park	Х		
Heritage Park	115 E. William	Park	Х		
Herman Hill Park	2425 S. Broadway	Park	Х		
Herman Hill Park	2425 S. Broadway	Shelter/Concession	X		
Hyatt Hotel Parking Garage	400 W. Waterman		Х		
Hyde Park	201 S. Greenwood	Park	Х		
Kiwanis Park	5101 W. 2nd St.	Park	Х		
L.W. Clapp Memorial Park	4611 E. Harry	Golf Course	Х		
Lincoln Park	1310 S. Broadway	Park	Х		
Linwood Park	1902 S. Hydraulic	Park	Х		
Longview Park Picnic Pavilion	3914 S. Bluff Ave.	Gazebo	Х		
MacDonald Golf Course	1840 N. Yale	Golf Course	Х		
McAdams Park	1329 E. 16th	Park	Х		
McLean Memorial/Delano Park	102 N. McLean Blvd	Mechanical Building	Х		
Minisa Park	1442 N. Jennette	Park	Х		
Murdock Park	911 N. Minnesota	Park	Х		
Naftzger Memorial Park	102 S. St. Francis	Park	Х		
Naftzger Memorial Park	102 S. St. Francis	Gazebo	Х		
Old Mission Mausoleum	3420 E. 21st N	Mausoleum/Cemetary	Х		
Old Town Restrooms	128 N. Mosley	Restroom Buildings	Х		
Orchard Park	4808 W. 9th Street	Park	Х		
Osage Park	2121 W. 31st Street S.	Park	Х		
Park Villa	1029 N Bitting	Park	Х		
Parking Garage - City Hall	455 N. Main	Parking Garage	Х		
Parking Garage - Gander Mountain	221 W. Dewey	Parking Garage	Х		
Parking Garage - Hotel at Old Town	215 N. Mosley	Parking Garage	Х		
Parking Garage - Old Town Plaza (Warren		Parking Garage	X		
Parking Garage - State Office Building	121 S. Emporia	Parking Garage	X		
Pawnee Prairie Park	2625 S. Tyler	Park	X		
Petal Car Fountain	125 E Douglas	Fountain	X		
Planeview Park	3055 S. Oliver	Park	X		
Planeview Park	3055 S. Oliver	East Concessions/Storage	X		
Reflection Square Park (Vest Pocket)	205 E. Douglas	Pump/Mechanical Room	X		

			FIREAR	MS
			х	Х
Building Name	Address	Function	ALLOW	PROHIBI'
Reflection Square Park (Vest Pocket)	205 E. Douglas	Mechanical Room	Х	
Riverside Park, Central	704 N. Nims	Park	Х	
Riverside Park, Central	1050 N. Bitting	Parents of Murdered Children Memorial	Х	
Rogers School	3620 E. Sunnybrook St	Storage	Х	
Schell Park	901 W. 25th St. N.	Park	Х	
Seneca Park	2002 S. Seneca	Park	Х	
Sim Park Golf Course	2020 W. Murdock	Golf Course	Х	
Sim Park Golf Course	2020 W. Murdock	Pump House	Х	
South Lakes Park	2211 W. 47th St. S.	Park	Х	
South Lakes Park	2211 W. 47th St. S.	SE Concessions/Restrooms	Х	
South Lakes Park	2211 W. 47th St. S.	SW Concessions/Restrooms	Х	
South Lakes Park	2211 W. 47th St. S.	Softball Fields (8 each)	Х	
South Lakes Park	2211 W. 47th St. S.	Football Field	Х	
Southview Park	2215 W. 45th St. S.	Park	Х	
Stryker Field	10911 E. 29th	Soccer Complex	Х	
Sunset Park	1851 N. Keith	Park	Х	
Sycamore Park	3637 W. 15th St. N.	Park	Х	
Schweiter Park	900 S. Chautaqua	Park	Х	
Tex Consolver Golf Course	1935 S. Tyler	Golf Course	Х	
Tex Consolver Golf Course	1931 S. Tyler	Restrooms	Х	
Vest Pocket	205 E. Douglas	Mechanical Room	Х	
Veteran's Memorial Park	339 N. Greenway	Mechanical Room	Х	
Water Center	101 E Pawnee	Fish Observatory	Х	
Watson Park	3022 S. McLean Blvd	Park	Х	
Watson Park	3022 S. McLean Blvd	Concession Stand Building	Х	
Watson Park	3022 S. McLean Blvd	West Freestanding Restrooms	Х	
West Bank Fountain	115 S McLean	Mechanical Room	Х	
West Douglas Park	3310 W. Douglas	Park	Х	
West Millbrook Park	119th St. W. & Taft	Open Air Shelterhouse/Storage	Х	
			107	

Second Reading Ordinances for February 14, 2012 (first read on February 7, 2012)

A. 135th Street West Improvement, between Kellogg and Onewood (District V)

ORDINANCE No. 49-206

An Ordinance amending Ordinance no. 48-809 of the City of Wichita, Kansas declaring 135th Street West, between Kellogg and Onewood street (472-84915) to be a main trafficway within the City of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of the same.

B. 13th Street Improvement, Hydraulic to Oliver (District I)

ORDINANCE NO. 49-204

An Ordinance amending Ordinance no. 48-979 of the City of Wichita, Kansas declaring 13th Street, between I-135 Freeway and Woodlawn (472-84320) to be a main trafficway within the city of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

C. Sidewalk Repair and Sidewalk Cleaning Assessment Program (Districts I, II, III and VI)

ORDINANCE NO. 49-202

An ordinance making a special assessment to pay for the improvement of and providing a tax levy for the cost of construction of sidewalks in the City of Wichita, Kansas.

ORDINANCE NO. 49-203

An ordinance making a special assessment to provide a tax levy for the cost of sidewalk cleaning in the City of Wichita, Kansas.

D. ZON2011-00039 – City zone change from SF-5 Single-Family Residential ("SF-5") to Neighborhood Retail ("NR") with a Protective Overlay ("PO") generally located on the northeast corner of 17th Street North and Tyler Road (1820 N. Tyler Road) (District V)

ORDINANCE NO. 49-205

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

City of Wichita City Council Meeting February 14, 2012

TO: Wichita Housing Authority Board

SUBJECT: Section 8 Management Assessment Program (SEMAP) Certification

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Consent)

Recommendation: Authorize staff to submit the 2011 Section 8 Management Assessment Program (SEMAP) certification.

Background: On October 6, 1998, the U.S. Department of Housing and Urban Development (HUD) issued final rules for the Section 8 Rental Voucher and Certificate Programs Section 8 Management Assessment Program (SEMAP). SEMAP is a Management Assessment System that HUD uses to annually measure the performance of all housing authorities that administer the Section 8 Tenant Based Rental Assistance Program. Using the SEMAP, HUD evaluates the housing authority's performance on 14 Key Indicators that demonstrate how well eligible families are provided housing assistance at a reasonable subsidy cost.

<u>Analysis:</u> Housing authorities must certify as to their program performance under these 14 standards within 60 days after the end of the authorities' fiscal year. The Wichita Housing Authority (WHA)'s fiscal year ended on December 31, 2011; the certification is due on February 29, 2012.

Following is a list of the indicators. The WHA's certification of compliance is attached.

- 1. Selection from the Waiting List (15 points): The HA has a written policy for selecting applicants and follows these policies when selecting applicants from the waiting list.
- 2. Reasonable Rent (20 points): The HA has implemented written methods to determine reasonable rents.
- 3. Determination of Adjusted Income (20 points): The HA correctly determines adjusted annual income.
- 4. Utility Allowance Schedule (5 points): The HA maintains up to date utility allowance schedules.
- 5. Housing Quality Standard (HQS) Control Inspections (5 points): An HA supervisor re-inspects a sample of units for quality control.
- 6. HQS Enforcement (10 points): HQS inspection deficiencies are corrected in a timely manner.
- 7. Expanding Housing Opportunities (5 points): The HA has adopted and implemented a written policy to encourage participation in areas outside poverty or minority concentrations.

- 8. Fair Market Rent limit and Payment Standards (5 points): Gross rents for 98% of new units leased are applicable and reasonable.
- 9. Annual Reexaminations (10 points): The HA completes an annual reexamination for each tenant.
- 10. Correct Tenant Rent Calculations (5 points): The HA correctly calculates tenant rents.
- 11. Pre-Contract HQS Inspections (5 points): Newly leased units pass HQS before the beginning date of lease.
- 12. Annual HQS Inspections (10 points): Each unit is inspected annually and on time.
- 13. Lease up (20 points): The HA enters HAP contracts for the number of units under budget for at least one year. The standard is 98%.
- 14. Family Self-Sufficiency Enrollment and Escrow Accounts (10 points): Measures the percentage of required families enrolled in FSS program and the percentage that has escrow accounts. The standards are 80% and 30%, respectively.

The total number of points to be awarded is 145. Five bonus points are available to housing authorities that achieve certain de-concentration goals during the year. A housing authority with a SEMAP score of at least 90% is rated a High Performer. Housing authorities with a SEMAP score of 60-80% are rated as Standard. Housing authorities with scores of less than 60% are rated "troubled", are subject to an onsite review by HUD and are required to develop a corrective action plan. Based on the SEMAP rating factors, the Wichita Housing Authority's Section 8 Housing Choice Voucher program was rated as a High Performer for 2010.

Staff of the Wichita Housing Authority Section 8 Housing Choice Voucher program has completed a self-certification which rates the Authority as a high performer for 2011. The self-certification must be submitted to HUD for approval.

<u>Financial Considerations</u>: Housing authorities with a "high performer" rating may be given competitive advantage under notices of fund availability.

Goal Impact: This action supports the goal to Promote Economic Vitality and Affordable Living.

Legal Considerations: The Law Department has reviewed and approved the certification as to form.

Recommended Action: It is recommended that the Wichita Housing Authority Board authorize staff to submit the 2011 Section 8 Management Assessment Program (SEMAP) certification.

<u>Attachment</u>: Section 8 Management Assessment Program (SEMAP) Certification

Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB Approval No. 2577-0215 (exp. 9/30/2013)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

1111011	mation collected dot	es not lend itsell t	o connuentiality.				
Inst	ructions Respon	d to this certifica	ition form using the l	PHA's actual	data for the fiscal ye	ar just ende	d.
РНА	Name		ALEIGEREITÄPIRENTAANSE EN EN EN PROMINISTER KARRINGER KARRINGER EN ANSONIE		For PHA FY Ending (m	m/dd/yyyy)	Submission Date (mm/dd/yyyy)
	Wich	ita Housing	Authority		12/31/20	11	02/14/2012
Indic for c	cators 1 - 7 will not	be rated if the P gulations by an i	ndependent auditor.	an \$300,000	a year in Federal awa	ards and its \$ 300,000 in I	Section 8 programs are not audited Federal awards in a year must still
Perfo	ormance Indicators				A second	the about the ab	
1.			CFR 982.54(d)(1) and ts administrative plan t		oplicants from the waiting	ng list.	
	PHA Response	Yes 🗸	No				
		cted from the waitir	ng list for admission in a				that at least 98% of the families in the tion criteria that determined their places
	PHA Response	Yes 🗸	No				
2.	(a) The PHA has and on current rents for anniversary if there	nd implements a re comparable unas e is a 5 percent dec location, size, type	sisted units (i) at the tin crease in the published e, quality, and age of	od to determine ne of initial lead FMR in effect	and document for each sing, (ii) before any incre 60 days before the HAF	ease in the rer contract ann	at the rent to owner is reasonable based it to owner, and (iii) at the HAP contract iversary. The PHA's method takes into and any amenities, housing services,
	PHA Response	Yes 🗸	No 🗍				
	(b) The PHA's qua method to determine	ality control sample ne reasonable ren	e of tenant files for which t and documented its d	ch a determina letermination t	tion of reasonable rent v hat the rent to owner is	was required : reasonable a	shows that the PHA followed its written s required for (check one):
	PHA Response	✓ At least 98	3% of units sampled	80 t	o 97% of units sample	d L	ess than 80% of units sampled
3.	The PHA's quality of adjusted income attributed allowance	control sample of to or documented wi es for expenses; a	hy third party verificatio	t the time of ac on was not ava responsible fo	mission and reexaminat ilable; used the verified	information in	properly obtained third party verification determining adjusted income; properly ed the appropriate utility allowances for
	PHA Response	✓ At least 90	0% of files sampled	80 t	o 89% of files sampled	L	ess than 80% of files sampled
4.		s an up-to-date util	ity allowance schedule				within the last 12 months, and adjusted utility allowance schedule was revised.
5.	HUD (see 24 CFR	(or other qualified p 985.2), for quality	person) reinspected a s control of HQS inspect	tions. The PH		ed sample wa	et the minimum sample size required by as drawn from recently completed HQS
	PHA Response	Yes 🗸	No				
6.	were corrected with inspection or any P	control sample of c hin 24 hours from t HA-approved exter g no later than the	ase files with failed HQ he inspection and, all onsion, or, if HQS deficie	other cited HQ ncies were not ing the correct	S deficiencies were corr corrected within the requ	ected within nuired time framet and vigorous	v cited life-threatening HQS deficiencies to more than 30 calendar days from the ne, the PHA stopped housing assistance s action to enforce the family obligations

7.	Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)). Applies only to PHAs with jurisdiction in metropolitan FMR areas. Check here if not applicable
	(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineate areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation. PHA Response Yes No
	(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of povert and minority concentration.
	PHA Response Yes No No
	(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of povert and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the map and related information when briefing voucher holders. PHA Response Yes No
	(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.
	PHA Response Yes V No No
	 (e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address an telephone number of a portability contact person at each. PHA Response Yes No No No No No No No No No N
	(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentratio and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts i any part of its jurisdiction and has sought HUD approval when necessary. PHA Response Yes No
8.	Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdictio and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are no less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)
	PHA Response Yes 🗸 No 💮
	Enter current FMRs and payment standards (PS)
	0-BR FMR 437 1-BR FMR 489 2-BR FMR 643 3-BR FMR 822 4-BR FMR 925 PS 437 PS 537 PS 707 PS 904 PS 1017
	If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designate part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.
9.	Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)
	PHA Response Yes 🗸 No 🦳
10.	Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)
	PHA Response Yes No No
11.	Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFI 982.305)
	PHA Response Yes ✓ No No
12.	Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))
	PHA Response Yes 🗸 No
13.	Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one yea
	PHA Response Yes No No
14a.	Applies only to PHAs required to administer an FSS program . Check here if not applicable PHA Response
	a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)
	or, Number of mandatory FSS slots under HUD-approved exception

form **HUD-52648** (8/2000) ref. 24 CFR Part 985

Date	mm/dd/yyyy) 02/14/2012 HA may include with its SEMAP certification any information bearing on	Date (mm/dd/yyyy)	02/14/2012
Exec	tive Director, signature	Chairperson, Board of Commi	ssioners, signature
	on the PHA's capacity to administer Section 8 rental assistance in ac ng: HUD will prosecute false claims and statements. Conviction may result		•
for the	by certify that, to the best of my knowledge, the above responses under PHA fiscal year indicated above. I also certify that, to my present know	wledge, there is not evidence to ind	icate seriously deficient performance that c
EDGEOGRAPHIC	PHA Response Yes No ✓ If yes, at	ttach completed deconcentration	n bonus indicator addendum.
(3)	The percent of Section 8 mover families with children who moved to PHA FYs is at least two percentage points higher than the percent of and of the second to last PHA FY.		
	or		
(2)	The percent of Section 8 mover families with children who moved to low is at least two percentage points higher than the percent of all Section 8 PHA FY;		
(1)	Half or more of all Section 8 families with children assisted by the PHA in PHA FY;	its principal operating area resided	in low poverty census tracts at the end of the
The F	HA is submitting with this certification data which show that:		
Deco	ncentration Bonus Indicator (Optional and only for PHAs with juris	diction in metropolitan FMR areas).
Etheroa Structure o	FSS program, but who have moved under portability and whose Se	ection 8 assistance is administered	by another PHA
	Portability: If you are the initial PHA, enter the number of families w	rith FSS escrow accounts currently	
	PHA Response Yes 🗸 No		0
14b.	Percent of FSS Participants with Escrow Account Balances. The P percent of currently enrolled FSS families with escrow account balan Applies only to PHAs required to administer an FSS program. Check here if not applicable		ing family self-sufficiency as measured by
	Percent of FSS slots filled (b + c divided by a)		
	have moved under portability and whose Section 8 assistance is	administered by another PHA	0
	c. Portability: If you are the initial PHA, enter the number of familie	es currently enrolled in your FSS p	
	b. Number of FSS families currently enrolled		139

form **HUD-52648** (8/2000) ref. 24 CFR Part 985

SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

	Date (mm/dd/yyyy)
PHA Name	
	ting Area of PHA c entity for which the Census tabulates data)
operating areas	ctions for State or regional PHAs Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principals) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately te ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.
1990 Census P	overty Rate of Principal Operating Area
To qualify for	Obtain Deconcentration Indicator Bonus Points bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, ional PHAs must always complete line 1) b for each metropolitan principal operating area.
1)	a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
	b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
	c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).
	Is line c 50% or more? Yes No No
	·
2)	a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
	b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
	c. Number of Section 8 families with children who moved during the last completed PHA FY.
	d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).
	Is line d at least two percentage points higher than line a? Yes No
3)	 a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
	b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
***************************************	c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
NAMES OF THE PARTY	d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).
	Is line d at least two percentage points higher than line a? Yes No

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.